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GENERAL HEADINGS

Cases Reported this Week.

Current Topics.

The New Vice-Chancellor of Lancaster.

MR. ROGER B. LAWRENCE, K.C., the Registrar for the Liverpool District of the Lancashire Chancery Court, has been appointed to be Vice-Chancellor of the County Palatine of Lancaster in succession to Sir DUDLEY STEWART-SMITH, K.C., who died on the 9th inst. The appointment, apart from being, we have no doubt, an excellent selection in itself, opens up interesting possibilities. No doubt the office is one which has usually gone to a well-known equity counsel in London, and there may be some disappointment on that account; but Lancashire had in Mr. ROGER LAWRENCE a capable lawyer on the spot, and in addition he had had special opportunities of becoming acquainted with the practice of the Court. The thought at once suggests itself whether similar use could not be made in other directions of the vast experience and learning which a registrar acquires. We look upon the three volumes of "Seton" and remember that a Chancery registrar has these and much more at his fingers' ends. When "Seton" fails and a judge wants to know what the practice is, he consults the registrars, and is seldom left in doubt. Consider, for example, the late Mr. Registrar LAVIE'S note on "Committal and Attachment" in 1893, 1 Ch. at p. 259, note. There is learning here which, combined with the other requisite qualities, might well adorn the Bench. In the Probate Division the suggestion might be even more apposite, for who are so familiar with the intricacies of probate and divorce than the registrars of that division. In the King's Bench Division, indeed, the drawing up of orders has never required the same learning. The possibility of a decree in Chancery accommodating itself to all the complexities of equitable doctrine was one of the great distinctions between equity and common law. But if there are not registrars, there are masters in the King's Bench Division whose learning is hardly equalled on the Bench. And in the county court it is familiar that the passage from the office of registrar to that of judge is one which only awaits a sufficiently innovating Lord Chancellor for its success to be proved.

The Trusts Report.

THE REPORT of the Committee on Trusts which has just been issued [Cd. 9236] is, perhaps, chiefly interesting for the

accompanying "Notes as to the Law relating to Combinations," prepared by Sir JOHN MACDONELL. The Committee was appointed in February, 1918, the terms of reference being as follows:—"In view of the probable extension of trade organizations and combinations, to consider and report what action, if any, may be necessary to safeguard the public interest." The first chairman was Mr. SHORTT, K.C., and when he became Irish Secretary, his place was taken by Mr. C. A. MCCURDY, who took silk recently. The report gives an interesting insight into the operation of the "trusts" which now seem to control most, if not all, of the principal manufactures of the country; in particular it reveals a scheme by which work is shared out and profits pooled upon the footing that a manufacturer who does not wish to take his allotment of work can, nevertheless, draw on the pool for profits—a system which seems to be an intelligent anticipation of unemployment benefit. We gather, too, that one great advantage claimed for trade associations is that they can keep home prices sufficiently high to enable them to sell at a loss abroad and so cut out foreign competitors. We had an idea that this "dumping" was regarded, when done by foreigners, as a highly reprehensible practice, but the ethics of business no doubt vary according to circumstances. The witnesses for the associations, moreover, agree that trade combination involves no danger of raising prices against consumers, but consumers are not likely to believe this. "In vain is the net spread." It may be that the system has advantages in the economies resulting from co-ordinated effort, but it is a plausible opinion that directly competition ceases to protect the customer, and monopoly takes its place, the protection should be replaced by State control. And apart from the protection of the consumer, the associations, we believe, are not clear from the suspicion of adopting oppressive means of compelling dissenting manufacturers to come within the fold.

Trade Combinations and the Law.

THE QUESTION of the legal control of trusts raises very interesting considerations, and we do not propose to do more at present than touch on Sir JOHN MACDONELL'S "Notes." The common law, he points out, started with a prejudice against monopolies, especially those created by Royal grants (see *The Case of Monopolies*, 11 Rep. 84 b), and this took the form later of encouraging individualism, and, with that end in view, of forbidding restraints on trade: *Mitchel* v. *Reynolds* (1 P. Wms. 181). But this is in pursuance of "public policy," and that, as BURROUGH, J., said in *Richardson* v. *Mellish* (2 Bing. 229,252), is a very unruly horse: "when once you get astride it you never know where it will carry you." Hence judges have grown to be somewhat frightened of adopting this as a ground of decision, and they will not be reassured in a matter of this kind, which is partly social and partly economical, by being told that the Courts do not even adopt the economic theories of their age, "for it will be found that the Courts are rarely abreast of the latest economic teaching." Of course, the question of judicial control of trade and associations of traders has arisen in various forms in recent years—in combinations of traders to exclude a rival, as in the *Mogul Case* (1892, A. C. 25); and in combinations to prevent a man from pursuing his lawful calling, as in *Quinn* v. *Leathem* (1901, A. C. 495)—but these cases do not promise very much success for judicial control of such attempts. Nor does Sir JOHN MACDONELL regard the ordinary courts as suitable for holding the necessary enquiries. They are skilful at applying the existing law as resulting from a long string of previous binding decisions, but "they would be inept, it is submitted, if the questions to be investigated were . . . complicated economic problems," and he says: "A judge with the usual experience obtained at the Bar or on the Bench would not presumably be qualified to conduct the necessary enquiry, still less a jury. It is sugested that, except for the simple class of cases, a tribunal framed on the lines of the Railway Commission would be most suitable. Perhaps in some cases a Commission *ad hoc* would be requisite"—which suggests that Commissions with a presiding judge of an impartial and imperturbable temper and quite an open mind—a Mr. Justice SANKEY, in fact—may be as useful in trusts as in coal.

Eviction Under the Increase of Rent Acts.

IN THE present dearth of houses, especially of the humbler sort, when a man finds it practically impossible to get suitable accommodation elsewhere at the end of his tenancy, the question which above all others agitates the mind of the small householder is whether or no he will be obliged to quit. The number of applications by landlords to recover possession has of late been very large; but since the great majority of such applications are made to the county court they are very seldom reported, or reported too briefly to be any sort of guide to the principle upon which orders for recovery of possession ought to be made. The Acts themselves—that is, the Increase of Rent, &c., Acts, 1915, 1918 and 1919—are far from clear, as is becoming daily more evident, and it is not surprising if, as has been stated, the county court judges, or some of them, find a difficulty in construing them. The original Act of 1915, section 1, sub-section 3, provides that no order for recovery of possession shall be made except on the ground (*inter alia*) "that the premises are reasonably required by the landlord for the occupation of himself or some other person in his employ, or in the employ of some tenant from him, or on some other ground which may be deemed satisfactory by the court making the order." It will be seen that the words "reasonably" and "satisfactory" confer a wide discretion, which it has been stated many county court judges hesitate to exercise, at which no one will feel surprise who has studied the provisions of the Acts. The primary object of the Acts is no doubt to benefit the tenant, but the difficulty lies in so applying the Acts as to work no hardship either to the landlord or tenant, or as little as possible to either. The intention of the Legislature was, apparently, to prevent the eviction of tenants unable to find suitable accommodation elsewhere owing to the shortage of dwelling-houses, but the principal Act of 1915 does not expressly refer to the difficulty of finding other accommodation as a ground for not making an ejectment order. The Act of 1919, however, does provide that the court shall consider all the circumstances of the case, including "especially the alternative accommodation available for the tenant," but this only applies to an application by a purchaser of the premises since 30th September, 1917. Was this a *casus omissus* in the original Act, and do the words "some other ground" in that Act cover the omission? The point is of importance, as there have recently been many hard cases in which the judge, though constrained to make the order, has expressed sorrow for the tenants. It looks very much as if some amending Act were needed to meet the difficulty felt by the courts in dealing with such cases. And see a note of observations by Judge SELFE which we print elsewhere.

The Legal Incidents of Joint Residence.

A NOVEL form of action came before Mr. Justice MCCARDIE in *Harrison* v. *Walker* (1919, W. N. 146), and was discussed by that learned Judge with all his wonted thoroughness. This is to be commended all the more as the case was one on which a decision of fact could easily be given, and nine judges out of ten would have avoided a reasoned judgment on the principles of law involved by founding their verdict on the special circumstances of the case. Had MCCARDIE, J., done so, an able illumination of an obscure principle would have been lost. Two persons were joint purchasers of a bungalow for the purpose of residing together therein; there was no written agreement between them, but merely a verbal understanding that there was to be a *consortium*. One alleged that he was obliged to quit the bungalow because of the other's "threats, violence, and quarrelsome" conduct; he set this up as a breach of the contract to live together, or rather of an implied mutual promise therein contained that neither should act unreasonably or prejudice the other's user. For this breach he claimed damages. The unique basis of this claim is obvious,

Certainly no light on the situation is to be found in the authorities. But it seems clear that in order to succeed, the plaintiff would have to shew either that the defendant's conduct was so inconsistent with the objects of the contract as to amount to a repudiation of it, or else that a contract of *consortium* implies that neither party will quarrel with the other unreasonably, or else that the defendant's conduct amounted to a dispossession of one joint tenant by the other, analogous to the ouster of one joint tenant in a party-wall by the other. The facts did not support any of these possible grounds of claim, and the action was dismissed, but the clearness with which the learned Judge illustrated the unexplored principles of the mutual duties appertaining to a contract of joint residence, renders his judgment peculiarly interesting.

Implied Repudiation of a Contract.

APART FROM a possible suggestion that the defendant's alleged threats and violence amounted to an ejectment of the plaintiff, the point of the case lay in the attempt to shew that conduct such as that alleged amounted to an implied repudiation of the contract. For this the essential test is that the guilty party should act in a manner inconsistent with, or repugnant to the essential purpose of the contract. But "inconsistency" and "repugnancy" are difficult things to prove. And the plaintiff rather tried to shew something more than this, namely, a duty of every contracting party to do all that is reasonably necessary for the purpose of carrying out a contract, so that a mere negative breach of this obligation—apart from positive conduct of a repugnant kind—can be treated as a repudiation, and therefore actionable as breach. Now in *Mackey* v. *Dick* (6 App. Cas. 251, at p. 263), Lord BLACKBURN enunciated a principle to this effect which was accepted by the Judicial Committee as sound in *Sprague* v. *Booth* (1909, A. C. 576, at p. 580). Both these cases related to contracts of sale. In the former the buyer acted in such a way as to render it impossible for the seller to perform the conditions precedent to the sale. A. contracted to sell B. a digging machine, which would excavate a given quantity of clay in a fixed time on a "properly opened-up face" at a railway cutting. B. had reason to believe the machine unsuitable, and refused to give it any trial at all on the required work. It was held that his refusal amounted to a repudiation, and therefore an actionable breach of the contract to purchase the machine. In the second case, certain bonds were agreed to be sold, and a deposit of the purchase price paid. The bonds were not ready for delivery at the agreed date of completion, because the purchaser had undertaken to get them printed and did not carry out his undertaking. Here there was an undertaking to do something which could not be done effectually unless both parties did all that was reasonably necessary to carry it out, and the Court held that the purchaser's failure to fulfil his promise was an implied abandonment of the contract. It seems rather a sweeping decision, influenced somewhat by the fact that the purchaser's conduct had been the reverse of meritorious. But the principle is more satisfactorily illustrated by a later case: *Terry and Others* v. *F. Riddaway & Co. (Limited)* (32 Rep. Pat. Cas. 445). Here two parties were jointly concerned in carrying out a manufacture which was based on a secret process, the property of one of them. The owner of the process afterwards sold it to a company without the assent of his co-contractor. This rendered the contract nugatory, and was held to be a repudiation. In all these cases, especially the last, it is a little difficult to state the doctrine involved in terms of the common law: there is a temptation to drag in the analogy of equities to protect confidences and other constructive trusts. One of the merits of Mr. Justice MCCARDIE'S judgment is that he has contrived to find a sufficient justification for all these decisions without resorting to questionable analogies. The simple principle that conduct which prevents the performance of a contract amounts to a breach or repudiation has carried him all the way he required to go.

Promise Implied from Acknowledgment of Indebtedness.

THE QUESTION whether an acknowledgment in writing (usually contained in a letter or other informal document) of the writer's indebtedness to his creditor is a sufficient promise to prevent the debt being barred by the Statute of Limitations (the 21 Jac. 1, c. 16) is often a difficult one. The rule to be applied is thus laid down by MELLISH, L.J., in *Re River Steamer Co.* (1871, L. R. 6 Ch. 822, 828): "Either there must be an acknowledgment of the debt from which a promise to pay is to be implied, or, secondly, there must be an unconditional promise to pay the debt, or, thirdly, there must be a conditional promise to pay the debt and evidence that the condition has been performed." The most difficult cases are, of course, those that fall under the first head—whether a promise to pay is to be implied from the acknowledgment. The tendency of the courts in the more recent decisions is in the direction of holding the acknowledgment to imply a promise to pay where ambiguous expressions are used. Three cases decided in 1906, 1909 and 1918, in the Indian, English and Australian courts respectively, will illustrate this tendency. In *Maniram* v. *Seth Rupchand* (1906, L. R. 33 Ind. App. 165) the debtor had previously applied for probate of his creditor's will to be granted to him, and in the course of those proceedings had filed a document in support of his application, in which he stated: "For the last five years he had open and current accounts with the deceased." The Privy Council (reversing the court below) held this to be a sufficient acknowledgment: "There is therefore a clear admission that there were open and current accounts between the parties at the death of MOTIRAM. The legal consequence would be that at that date either of them had a right as against the other to an account. It follows, equally, that whoever on the account should be shewn to be the debtor to the other, was bound to pay his debt to the other, and . . . the inevitable deduction from this admission is that the respondent acknowledged his liability to pay his debt . . . if the balance should be ascertained to be against him." In *Cooper* v. *Kendall* (1909, 1 K. B. 405) the debtor wrote to his creditor's solicitors: "I admit I owe your client . . . £210, but I cannot meet this liability at the moment, although I hope to call upon you within fourteen days to make a definite proposal for repayment." The Court of Appeal (reversing DARLING, J.) held this a sufficient acknowledgment. BUCKLEY, L.J., said: "That letter contains an express admission of the debtor's liability. If there were nothing more there would flow from that as matter of law an implied promise to pay. But I must look further to see whether the letter contains anything which negatives the existence of that implied promise. . . . It appears to me to be a request for time. It is a statement, not that the debtor cannot or will not pay, but that . . . he cannot immediately pay." In *Hepburn* v. *McDonnell* (1918, 25 Commonw. L. R. 199), the debtor wrote to her creditor: "I always knew and had intended to pay you a certain sum which I knew I was indebted. . . . I am offering you £26 per year until the war is over . . . this is the best offer I can offer at present." The High Court of Australia (in this case also reversing the Court below—the Supreme Court of New South Wales) held the letter to constitute a sufficient acknowledgment of the debt. All the relevant English cases were referred to. ISAACS, J., said: "I cannot read into the rest of the letter anything 'to the contrary' of the implied promise arising by force of law from the unconditional admission. There is certainly a statement of present inability to satisfy that liability. . . . But a mere statement of present inability is not sufficient to rebut the implied promise."

Repeat Orders.

THE Court of Appeal has proved somewhat of a disappointment to practitioners who hoped that in *Cramb* v. *Goodwin* (*ante*, p. 496), a useful judgment would be delivered which would reconcile the numerous conflicting decisions as to the

rights of commission agents in respect of "repeat orders." In *Levy* v. *Goldhill* (1917, 2 Ch. 297), Mr. Justice PETERSON held that where a principal, after termination of the contract of agency, receives for the first time orders from clients introduced by the agent, the latter is entitled to treat them as "repeat" orders and get commission in respect of them. In *Cramb* v. *Goodwin*, BAILHACHE, J. (35 T. L. R. 314), had reluctantly felt obliged to follow this decision, although as an experienced commercial lawyer and judge he disapproved of it as unsound in principle. The Court of Appeal has now reversed BAILHACHE, J., by taking the sensible view that the term "repeat orders" means what it purports to mean on the face of it, namely, repetitions of *previous* orders given during the agency. So far so good. But, unfortunately, instead of overruling the important case of *Levy* v. *Goldhill* (*supra*), which conflicts with the authorities, and is unsound in principle, the Court of Appeal preferred to suggest that the special facts of that case distinguished it from ordinary cases; so that on these facts Mr. Justice PETERSON's decision might be sound. Unfortunately, the difference between the cases is really too microscopic to be readily detected; and we fear that the only result of the Court of Appeal's view will be to confirm the existing uncertainty of lawyers as to the way in which courts will interpret these contracts in particular cases.

Proof of Foreign Marriages.

A TROUBLESOME point which comes up constantly in divorce practice, and also in bigamy trials, is the proof of foreign marriages. The antiquated practice of calling as an expert a practising barrister of the country whose laws are in issue is, to say the least of it, cumbrous and expensive. When, as often happens, the barrister called has long ceased to practise in his own country and bases his opinion openly and undisguisedly on text books equally available to the court itself, there is something farcical in the situation by which his evidence is legal proof, but that of the text book not even admissible. The war has added a further difficulty, namely, the proof of alien enemy law. This was illustrated before ROCHE, J., lately in *Medina* v. *Medina* (*ante*, p. 477), where it was necessary to prove that a civil marriage in the office of a Burgomaster at Leipzig is valid by the law of Germany. No German lawyer was available. So Mr. Justice ROCHE intimated beforehand that he would accept an affidavit by an English lawyer acquainted with German law, and granted leave to give formal proof of the marriage by affidavit. And similar oral evidence was admitted in *Brice* v. *Brice* (reported elsewhere).

Larceny and *Communio Bonorum*.

IT is not very often that the Court of Criminal Appeal adjourns a difficult point for rehearing before the full Court. When it does so, it may be taken for granted either that a legal subtlety of exceptional difficulty has arisen, or that the matter in issue has become very important in the actual practice of criminal jurisprudence. The latter, we fear, is the explanation why this course was taken in *Rex* v. *Creamer* (35 T. L. R. 281). The point was whether the paramour of a woman who converts her husband's property to her own use can be convicted either of being an accessory to larceny or of receiving stolen property. Cases of this kind, unfortunately, have been very common during the war, just as have been cases of unfaithfulness on the part of soldiers wives. And the decision of the Court of Criminal Appeal has since been followed, not only by the Court itself in a later case of a similar nature, but in several instances by magisterial benches.

The facts of *Creamer's case* were simple and sordid. The appellant, a Canadian soldier, had been the paramour of an absent soldier's wife. She was left by him, when he went abroad, in custody of his life-long savings, £692 in Treasury notes and gold—incidentally a curious illustration of the fact that savings banks have not yet completely superseded the old practice of hoarding on the part of thrifty working men. She broke open the strong box containing this money and spent it in going about with the appellant and giving him presents. Both were prosecuted and convicted at the Folkestone Borough Sessions, but both convictions have now been quashed by the Court of Criminal Appeal.

Now, three interesting questions of law are raised by the case. The first is whether the woman could herself be found guilty of larceny under sections 12-16 of the Married Women's Property Act, 1882, as reproduced by section 36 of the Larceny Act, 1916. If so, then on proof of guilty knowledge by the soldier, he could be convicted either of larceny or of receiving, according to his part in the transaction. Now the Recorder who tried the case seems to have taken for granted that in such circumstances as the present the wife could be convicted. But that is not correct. At common law husband and wife were one person in law; there was a *communio bonorum* between them; and neither could be convicted of stealing property which was part of the *communitas*: *Rex* v. *Streeter* (1900, 2 Q. B. 601). The Married Women's Property Act, 1882, dissolved the *communio bonorum*, and enabled a married woman to take legal proceedings for the protection of her property against her husband. But it did not permit either spouse to prosecute the other for larceny unless the theft was committed on desertion, or with an intent to desert. Now here the wife was living at the matrimonial domicile and receiving separation allowance in respect of her husband's absence on service. She had not terminated the *consortium* between them, and evidently had no intention of so doing; on the contrary, she had deceived her husband as to her conduct and as to the disposal of the strong box; she wished to remain entitled to the support and privileges of a wife: *R.* v. *King* (10 Cr. App. R. 44). It was therefore impossible to argue that she had been guilty of larceny with intent to desert, and so far as she was concerned that disposes of the case.

But two other questions arise in the case of her co-defendant. It was ingeniously argued before the Court of Criminal Appeal that, although a wife cannot be *convicted* of larceny of her husband's property except in the special case provided by the statute, yet she is in law *guilty* of larceny whenever she takes his property under circumstances which would amount to larceny in the case of a stranger; the only point is that she is protected from prosecution. If she is guilty of larceny, although not capable of legal punishment, then the goods become stolen property, and a receiver can be convicted of receiving them. This is ingenious, but unsound. To begin with, it creates a position inconsistent with the nature of our criminal jurisprudence. The essence of a criminal act is simply that it is punishable with criminal sanctions; an act not so punishable is not within the category of crimes. A criminal act, of course, may be protected from prosecution by some statute of limitations, *e.g.*, offences under section 12 of the Criminal Law Amendment Act of 1886. But the act is at some time punishable, and this makes it criminal.

Another objection, however, is that nothing in any of the statutes suggests that this is the position. The incapacity of the wife at common law to commit this crime is unquestionable. But the Married Women's Property Act, 1882, was an Act to remedy an alleged grievance of married women, not an Act to amend the criminal law; and except in so far as sections 12 to 16 create new offences by husband and wife, it does not extend the sphere of criminal law to conduct by either spouse not previously criminal. Section 36 of the Larceny Act, 1916, in no way extends or alters this principle. There is, therefore, no larceny, punishable or unpunishable, to be imputed to her conduct in taking and converting to her own use her husband's goods and chattels. It follows that there can be no "receiving" of these goods: *R.* v. *James* (1902, 1 K. B. 540).

But a third question still remains. Might not the soldier be himself convicted on a charge of stealing the goods himself, if he accepted the user of property which he knew was not his paramour's, but her husband's? As a matter of fact there was no sufficient evidence that the appellant did know that the woman had no right to the money she spent on him, although he might reasonably have suspected so in the circum-

stances. But even if he had known this, some doubt exists as to whether he could be guilty or larceny. The essence of larceny is the *asportatio* or "taking away" of another person's property, without claim of right and with intent to deprive him of the property therein. But here the *asportatio* was committed by the woman; the prisoner did not assist her, but only received the fruits of her act. He was not even present when the property was taken, in which case he would have been a principal in the second degree, and might have been convicted—just as a man who tells a child to take certain goods and waits while the child obeys him is himself guilty of larceny as a principal, and not as an accessory. But the defendant was clearly not a principal on the facts of the present case. And, of course, he could not be an "accessory," either before or after the fact, because there was no principal offender whom he could aid or abet.

The decision of the Court of Criminal Appeal is, therefore, clearly sound. Curiously enough, a strange chain of events happened in connection with the appeal. The paramour appealed against his conviction, the woman at first did not. But when the Court quashed the man's conviction on the ground that the woman had not committed any crime, it was clear that some steps would have to be taken in her case. The Court might have adjourned the hearing to allow of an appeal being entered, out of time, on her behalf; but this was not done. On the contrary, they recommended her to place her case before the Home Secretary, who, under section 19 of the Court of Criminal Appeal Act, 1907, still can advise exercise of the Prerogative of Mercy by the Crown whether or not there has been an appeal. But, on appeal to him, the Home Secretary is authorized by that Act to refer an application to the Court of Criminal Appeal, if he considers that course expedient. We understand that this course has been in fact adopted, and the woman's appeal came formally before the Court at a subsequent date, when the conviction was, of course, quashed: *R.* v. *Jane Tidey* (C. of Cr. Appeal, April 14). It is obvious that the existence of many cases resembling *R.* v. *Creamer* (*supra*) on these facts suggests that the law requires some amendment in order to restrain a form of crime that is peculiarly mischievous, since it undermines confidence in the security of married life. But the exact line of remedy is not easy to suggest. Simply to treat husband and wife as independent individuals and leave them open to prosecution by each other whenever a stranger could be prosecuted, would give rise to innumerable petty prosecutions for trivial acts in cases of jealousy or spite. The only safe rule is to restrict prosecution, as at present, to acts committed by a spouse who clearly is treating the married tie as wholly nugatory. But an adulterous spouse is guilty of this in at least as great a degree as one who deserts the other, and it might not be unreasonable to amend section 36 of the Larceny Act of 1916 by extending liability to prosecution for larceny to unfaithful husbands or wives who aggravate their adultery by spending on a paramour the property of the other spouse. Such a crime, by whichever sex committed, is essentially a very mean form of crime, and in cases like *Creamer's* a very cruel wrong to the injured party.

Limits of Damages for Breach of Contract.

One general rule on the subject of the amount of damages recoverable by a plaintiff in an action for breach of a contract entered into by the defendant is that embodied in the well-known case of *Hadley* v. *Baxendale* (1854, 9 Ex. 341)—that the damages must not be too remote. The rule has always been held to be singularly difficult to apply. Another rule, that is even more difficult to apply, has recently been brought into prominence is the case of *Weld-Blundell* v. *Stephens* (1919, 1 K. B. 520). This rule, stated in the most general terms, is that a plaintiff cannot recover damages by way of indemnity for his own wrongdoing. There are so many exceptions to be taken into account that possibly this is too wide a statement of the rule to be of any practical use, but it is difficult to frame any general rule of the kind which shall be at once concise and accurate. In *Weld-Blundell* v. *Stephens* the plaintiff did actually recover damages for the defendant's breach of contract, but these damages were nominal only, and the case has some affinity to the case of *Neville* v. *London "Express" Newspaper* (*ante*, p. 213; 1919, A. C. 368), where the plaintiff was held in the House of Lords to be entitled to bring an action for maintenance, but not to recover substantial damages. This latter case was dealt with recently in these columns in "Actions for Maintenance" (*ante*, p. 474). Some of the difficulties left unsettled by the House of Lords' decision were pointed out in that article, and others have now been brought to light by *Weld-Blundell* v. *Stephens* as dealt with in the Court of Appeal.

The circumstances of the case of *Weld-Blundell* v. *Stephens* were these: The plaintiff employed the defendant (an accountant) to investigate the affairs of a company to which he was asked to lend money, and in his letter of instructions he made statements about directors of the company which were *primâ facie* libellous. The defendant carelessly allowed this letter to be seen by the persons referred to in it, in consequence of which actions for libel were brought against the plaintiff, and eventually verdicts were recovered amounting to £850. In each of the actions for libel it was held that the letter was privileged, but in each case the jury found express malice against Mr. Weld-Blundell. In the present action the plaintiff sought to recover from the defendant the sum of £1,680, being the amount of the verdicts and costs, with his own costs, which he had had to pay as a result of the libel actions against him. The findings of the jury were in favour of the plaintiff, and damages were assessed at £650. Darling, J., however, gave judgment for the defendant, on the ground that the defendant had committed no breach of duty towards the plaintiff, and that the plaintiff could not recover damages which would indemnify him for the consequences of his own wrongful act. On appeal the Court of Appeal (Bankes, Warrington, and Scrutton, L.JJ.) held that it was an implied term of the contract between plaintiff and defendant that the defendant should keep secret the instructions and information contained in the letter of instructions, that there was no objection on the score of public policy to such a contract, and that the plaintiff was therefore entitled to some damages for breach of the contract. So far the Court was unanimous. On the other question—"the more difficult of the two"—Bankes and Warrington, L.JJ., held that nominal damages only were recoverable, whilst Scrutton, L.J., dissented, and thought that the plaintiff was entitled to the amount of damages awarded by the jury as being caused by the defendant's breach of contract. The result was that the plaintiff got judgment for 20s. damages without costs.

It was hardly disputed that the defendant's duty, as an implied part of his contract, was to take care that the contents of the plaintiff's letter were not divulged in such a way as to cause damage to the plaintiff, and the judgments delivered on the first of the two questions referred to dealt mainly with the subsidiary point taken on behalf of the defendant, that any such contract to keep secret what turned out to be a malicious libel was contrary to public policy, and therefore unenforceable. All three Lords Justices agreed that this contention could not prevail, and that the contract was neither illegal nor contrary to public policy. The libel could not be treated as a criminal or fraudulent act, and even if it were to be so treated, "the public policy," in the words of Scrutton, L.J., "of enforcing all agreements, especially such agreements as this, overrides the public policy as to criminal acts."

On the question whether nominal or substantial damages should be awarded, the Court of Appeal was (as already stated) divided, and as to this the case resembles *Neville* v. *London "Express" Newspaper* in more than one respect. In each case the plaintiff substantially lost the day, though held technically entitled to bring his action. In each case substantial damages were denied the plaintiff, on the ground

that, to give them to him, would be to allow him to obtain an advantage through his own wrongful conduct. In each case the dissenting opinions—those of Lord SHAW and Lord Justice SCRUTTON—are of great weight, and will certainly have to be taken into account in estimating the juridical value of the opinions from which they respectively dissent.

Both BANKES, L.J., and SCRUTTON, L.J., referred to the House of Lords case. BANKES, L.J., admitted that it was not correct to say "that under no circumstances can a man recover damages for his own wrong, or damages by way of an indemnity for the consequences of his own wrong," and he instanced cases of insurance. The Lord Justice thought, however, that the plaintiff had abused his right of privilege in respect of the letter of instructions, and "in accordance with the reasoning which led to the result arrived at in *Neville* v. *London "Express" Newspaper*, he held that the plaintiff could not "recover any portion of the special damages which he claimed, which are in substance in the nature of an indemnity against the consequences of his own wilful and deliberate wrongdoing." This may be compared with a passage in Lord FINLAY'S judgment (1919, A. C., at p 380 of report of *Neville* v. *London "Express" Newspaper*), where it is said: "It cannot be regarded as damage sufficient to maintain an action that the plaintiff has had to discharge his legal obligations, or that he has incurred expense in endeavouring to evade them." There are similar passages in the judgments deliverd by Lord HALDANE and Lord ATKINSON.

SCRUTTON, L.J., dealt at greater length with the passages referred to from the House of Lords' judgments, and pointed out that Lord FINLAY, for instance, could not have intended to overrule the numerous cases where an unsuccessful defendant has been allowed to recover as damages for breach of contract both the sum awarded against him and the costs of his unsuccessful defence. So, as to Lord ATKINSON'S observations—they could not have been intended to disturb cases where a man recovers damages he has been legally bound to pay and the costs of his defence. SCRUTTON, L.J., went on to say that if Lord HALDANE "had been reminded of the cases to which I have referred, he would have so worded his judgment as to distinguish them. The distinction is, I think, that which this Court has to try to express in this judgment." The Lord Justice thus expressed the difference between his own view and that of the majority: "My brothers and I agree in thinking that an agreement by the investigating accountant not to disclose the employer's letters, though one was *primâ facie* libellous, was not illegal or contrary to public policy. We appear to agree that if it were known that the accountant proposed to disclose these letters the Court would restrain him by injunction . . . . My brothers, while thinking the agreement legal and one they could enforce before breach, will not enforce it after breach by giving the damages caused by its breach, and to prevent which it was made." Many lawyers will think the view taken by SCRUTTON, L.J., the more logical, and perhaps preferable to that of the majority of the Court. It certainly makes the case of *Neville* v. *London "Express" Newspaper* easier to understand and apply.

Incidentally, the judgment of SCRUTTON, L.J., is of some interest as referring to details of a case which the Court of Appeal expressly ordered to be heard *in camera*. The case is (on the hearing *in camera* point) reported, and as it occurred in 1885 no harm is done—see *Mellor* v. *Thompson* (31 Ch. D. 55).

At a meeting of the Cockermouth Rural Council on the 19th inst., Canon Sutton, who is also chairman of the Cumberland County Council, strongly opposed the project for a road over Sty Head Pass on the ground that the cost would be £50,000, and that the expenditure was not justified at a time when highway rates were going up by leaps and bounds. Other members concurred, and a resolution against the scheme was carried by a large majority.

The Peace Conference.

(*Continued from page* 285.)

The proceedings of the Paris Conference have not been published with sufficient fulness to make it practicable to present a correct record of them in any useful form, but now that they have resulted in the handing to Germany of the proposed terms of the Treaty of Peace, it may be worth while to attempt a summary of them.

We have already noticed the opening of the Conference on 18th January, and the general regulations made for its proceedings (*ante*, p. 263); the resolution passed at the second plenary meeting on 27th January in favour of the establishment of a League of Nations (*ante*, p. 284); and the establishment at the same meeting of Commissions on Reparation, on Breaches of the Laws of War, on International Industrial Legislation, and on Ports, Waterways and Railways. The work of the various Commissions has been since then a leading feature of the Conference, and it was remarked so early as the end of January that the Conference would develop into a series of Committees. It is difficult, indeed, to see how the number and complexity of the various problems which arose could have been handled in any other way.

Of first importance among these was the League of Nations Committee, for upon the success of their work the whole result of the Conference depended; partly because the nature of the problems was such that they could not all be solved within any reasonable limit of time, and it was a leading advantage of the League idea that these could be postponed for later consideration by the League; and partly because it was only the establishment of a League which could justify the promise that the Conference would produce a settled peace. Hence the resolution that the League idea should be the first aim of the Conference was made at an early stage, and was rigidly adhered to. Other Committees were established in addition to those mentioned above, and besides Committees whose work was of a general nature, numerous Special Committees were formed to deal with territorial problems. The usual procedure was to submit such matters to the examination of a Special Commission, and then, when the points at issue between the parties concerned were definitely established, to decide them in a conference of representatives of the Great Powers.

The first actual use made of the League of Nations idea was to create the system of mandates issued by the League for the government or oversight of backward nations. The matter arose at the very outset in connection with the German colonies, and by the end of February it was stated that mandates had been drafted dealing with the Samoan Islands, German East Africa, and German South-West Africa. Meanwhile the Inner Council, which was at first a Council of ten—two members of each of the five Great Powers—sat continually to hear claims, chiefly on the part of the small nations, and it also sent delegates to various storm centres in Europe to endeavour to compose local quarrels. In this way it sent delegates in February to arrange disputes between the Poles and the Czecho-Slovaks as to the Teschen district; the recognition by Great Britain of the independence of Poland was, it may be observed, notified to the Polish Government at Warsaw on 27th February; and early in March a Commission was sent to inquire into the differences which had arisen between the Italians and Serbs at Laibach. A month later came the mission of General Smuts to Hungary, but that seems to have had no success.

The hearing of claims by the Council of Ten appears to have commenced early in February, when M. VENIZELOS appeared on behalf of Greece, and put in a claim that Constantinople should either be Greek or should be administered by the League of Nations. Then followed the statement of the claims of the Czecho-Slovak Republic (5th February); of the Arabian claims of the King of Hedjaz (6th February); of the claims of Belgium (11th February); of the delegates of the Administrative Council of Lebanon (15th February); and of the Serbs, Slovenes and Croats (18th February). On 19th February the sittings were suspended owing to the attack on M. CLEMENCEAU, but this was only for a short time, and on 21st February the claims of Denmark in regard to Schleswig were heard. At the same time trouble was coming to a head in Transylvania between the Hungarians and Rumanians, and proposals, which came to nothing, were being made for submitting to President WILSON'S arbitration the disputes between Italy and the Jugo-Slavs in respect to the Adriatic coast. Then followed the hearing of the claims of Albania (24th February), of the Jugo-Slav claims and of French proposals in regard to Morocco (25th February), and of the claims of Montenegro (5th March). On 8th March the Council took up M. TARDIEU'S report dealing with the treaties of 1839, which regulated the Belgian frontiers and the international position of Belgium, and decided that, since those treaties had harmed Belgium, and had failed to give her any effective guarantee

of neutrality, they should be subjected to general revision, and Holland should be called upon to state her views as to the method of dealing with those treaties; and on 11th March consideration was given to the situation in Poland.

With the Inner Council engaged in these interviews and deliberations, and the various Commissions daily at work, it does not look in retrospect as if time was being wasted, and yet it was undoubtedly felt on all hands that greater momentum was required if disaster was to be averted. Mr. WILSON had temporarily gone back to America—he returned on 14th March—and by 13th March only one report of a Committee had been presented to the Secretariat—that on the Greek claims. The Conference, it was said, was marking time as regards big decisions. The famine in Europe was growing in intensity, and revolution was spreading; moreover, differences of opinion between the Allies appeared to be developing, and it can be said with some certainty that this was so in regard to the Danzig question, while matters were clearly approaching a rupture between Italy and the Jugo-Slavs over Fiume. One result was that the Council of Ten ceased to sit, and about 25th March the Council was reduced to four—M. CLEMENCEAU, Mr. LLOYD GEORGE, Mr. WILSON and Signor ORLANDO—and it was decided that no further statements should be made to the Press. When Mr. WILSON withdrew, because the Secret Treaty of London was none of his, and Signor ORLANDO proved impracticable and went off, the situation became dangerous, and the danger was only averted by the necessity for handing the peace terms to the Germans—a necessity which had the effect of bringing Italy with creditable haste into the Conference again.

Some weeks before these last occurrences the Conference had recognised the importance of dealing with the food situation by establishing a Supreme Economic Council, to consist of not more than five representatives of each interested Government (10th February). This was intended to decide immediate economic questions arising during the Armistice period, and was to be kept distinct from the proposed Economic Commission of the Peace Conference. The necessity of taking prompt measures was emphasized from many quarters. There was Sir JOHN BEALE's statement published on 5th March:—"The conditions are so bad that it will be extremely difficult to prevent widespread famine both in South-Eastern Europe and in Germany, even if the most vigorous measures are immediately adopted." Sir JOHN BEALE had taken an active part in setting up the Supreme Economic Council. There was the statement of Mr. ROBERTS, the Food Controller, made on his return from Paris, and published 17th March:—"There can be no question that in many districts of Europe there is actual famine, and that in others famine is imminent. The Supreme Economic Council, meetings of which I have been attending during the week as one of the British representatives, are fully alive to the situation, and are concerting emergency measures for affording immediate relief." Just before this, on 10th March, General PLUMER's message from the occupied area—Cologne, we believe—had startled the Council of Ten with the news that the spectacle of the sufferings of German women and children were likely to be too much for the discipline of the British Army. A month later Mr. HOOVER, in a report on Russia (*Times*, 14th April), estimated that 200,000 persons were dying monthly either directly or indirectly owing to lack of food, and that the state of affairs was rapidly getting worse. But it is unnecessary to lengthen this recital. The Conference and the Supreme Economic Council were now alive to the situation, and at the twelfth meeting of this Council, on 15th April, the Director-General of Relief submitted a review of relief measures effected by the United States, Great Britain, France and Italy during the month of March, through the means of the Council, which shewed that supplies amounting to 338,000 tons, to a total value of £22,256,000, were distributed during the month, and the Council considered the measures necessary to increase the supplies and shipping for the following months.

(To be continued.)

Correspondence.

Central Foundation School, Cowper Street, E.C.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Knowing that your journal is widely read by members of a profession in which many of our Old Boys are engaged, and in which I am glad to know many are doing remarkably well, I make bold to ask for a small space in its valuable columns for the publication of this letter.

I want to appeal to the Old Boys of the Central Foundation School, Cowper-street (there must be close on twenty thousand of them in London), to re-establish their connection with their old school, and I am sure that the fact that steps are being taken to raise a memorial to their school companions who have fallen in the war will form a strong inducement, and no doubt they will be glad to learn particulars of the scheme.

Most of them, I think, will remember me, and I shall be glad, if they will send me a letter or a postcard (to the school) giving their names and addresses, to send them all particulars.

I may say that it has been decided that the memorial shall be a part of the school building, and it will probably take the form of a remodelled entrance hall, with inscribed panels or tablets, and possibly include some much-needed improvements in the Great Hall.

CYRIL S. ARCHER.

21st May.

Books of the Week.

Statutes—Butterworth's Twentieth Century Statutes [Annotated]. Vol. 14. Containing the Public General Acts passed in the Year 1918. By CLAUDE EUSTACE SHEBBEARE, assisted by GERALD SPENCE TETLEY, M.A., B.C.L., Barristers-at-Law. Butterworth & Co. 30s. net.

Practice—The Student's Practice of the Courts. 11th Edition. 1919. By the Authors and ROBERT LEE MOSSE, Solicitor. The "Law Notes" Publishing Office.

CASES OF THE WEEK.

Court of Appeal.

BELL *v.* SIR W. G. ARMSTRONG, WHITWORTH & CO. (LIM.).

No. 1. 6th and 7th May.

WORKMEN'S COMPENSATION—"ARISING OUT OF THE EMPLOYMENT"—STREET ACCIDENT TO MUNITION WORKER—MEAL INTERVAL—VISIT TO CANTEEN PROVIDED BY EMPLOYERS—WORKMEN'S COMPENSATION ACT, 1906 (6 ED. 7, c. 58), s. 1 (1).

A woman, employed in munition works and engaged on a night shift, left the works during an hour's interval to get supper in a canteen provided by the employers upon premises belonging to them, situate on the other side of a public highway, and while crossing the street was knocked down by a motor lorry and killed.

Held, affirming the decision of the county court judge, that the deceased was in the street for her own purposes, and not in pursuance of any duty owed to her employers, and, therefore, that the accident did not arise out of or in the course of the employment.

Parker *v.* Owners of Ship "Black Rock" (1915, *A. C.* 725) *applied*.

Appeal by the dependants of a munition worker killed by accident, from an award of the county court judge at Newcastle-on-Tyne. The deceased was a woman engaged on the night shift, which started at 7 p.m. and ended at 6.30 a.m. At 10 p.m. work stopped for an hour to enable the employees to have supper and a rest. Those who had brought their own food with them had a room provided for them in the works, where they could heat it and obtain hot water, and about 60 per cent. of them did so. All, however, had liberty to go out, and the employers also provided a canteen, where they could obtain a meal. To reach this it was necessary to leave the works, and proceed about 120 yards down the Scotswood-road, one of the main roads through Newcastle, cross it, and enter another part of the employers' premises. Those who left the works, either to go to the canteen or anywhere else, were "clocked out," and "clocked in" on their return at 11 p.m. The canteen was only open to employees, and at this hour all other places of refreshment were closed. The deceased, Mrs. Bell, left the works at 10.10 p.m. to go to the canteen, and when crossing the road, which was very dark, was knocked down by a motor lorry and killed. The county court judge awarded in favour of the respondents, and the defendants appealed.

THE COURT dismissed the appeal.

SWINFEN EADY, M.R., having stated the facts, proceeded: The county court judge had found that the accident did not arise out of and in the course of the employment. They were asked to reverse that, and to find upon the facts that it did. His lordship found himself quite unable to do so. It was an attempt to extend the provisions of the Act for the first time to a case where an employee, who was in the street for her own purpose, met with an accident. It was said that the employers ought to be liable. The answer was that an accident of that sort did not arise out of and in the course of the employment. It was conceded that if an employee met with a similar accident in going to his place of business in the morning or returning home, that would be outside the Act. But, in his lordship's judgment, the matter was completely covered by the decision of the House of Lords in the case of *Parker* v. *Owners of the Ship "Black Rock"* (1915, A. C. 725), where a fireman on board a steamer went ashore with leave to buy provisions for himself, the crew having to provide their own provisions. The night being dark and rough, the man fell off the pier, where the ship was supposed to be, and was drowned. It was obvious that it was necessary for the man to obtain food. But it was held that the man owed no duty to his employers to buy provisions, and that his death was not due to any accident that arose out of his employment. Lord Parker put it thus: "In order to

make it an accident arising out of the employment, the absence from the vessel must be in pursuance of a duty owed to the employers. It appears to me that that is, shortly stated, the result of the decided cases. It is a line of decisions which lays down a distinctly workable rule upon the construction of an Act, the obscurity of which is exceedingly great, and I should be unwilling in any way to interfere with it." And at p. 730: "I cannot, in the state of the authorities, assent to the further proposition that was made to the effect that if a man goes on shore lawfully for a purpose which must have been contemplated as one of the purposes for which he would go on shore, that makes him on shore upon the ship's business, or pursuant to any duty owed to his employer." There was no difference between leaving the ship to go ashore and leaving the employers' premises on shore to go elsewhere. Lord Wrenbury said, in the same case: "The man was bound to get provisions to sustain himself during the next journey of the vessel. It seems to me, from the stipulation that he was to get his own provisions, this consequence ensued—that the master was bound to give him reasonable facilities for going to buy them from time to time, but it does not follow that when he was buying them he was discharging any duty towards his employer. . . . It appears to me that this accident did not arise out of the employment, that it did not result from any obligation which had to be satisfied in order for him to perform the duty of his employment." That seemed to be absolutely applicable to the present case. And in *Davidson* v. *M'Robb* (1918, A. C. 304), Lord Atkinson took as an illustration the case of a servant who was run over in the street while walking there for his own business or pleasure, as compared with that of a servant who was run over while walking there on some errand on which he had been sent, and said that the authorities established that in the former case he would fail to recover. If the servant was in the street, either for his own pleasure, or for some necessary purpose of his own, even the purpose of obtaining food, he was there on his own business, and not in respect of any duty which he owed to his master. Under those circumstances, his lordship was of opinion that the judgment of the learned judge was right, and that it would be extending the provisions of the Act far beyond any limit to which it had already been extended to say that in a case such as the present, where the employee was proceeding to obtain food, and possibly rest, off the employers' premises along a public street, the master should be liable for an accident to the servant. It made no difference that the canteen, or place of refreshment, was provided by the employers, and that they had invited their employees to use it. The appeal, therefore, failed, and should be dismissed.

Warrington and Duke, L.JJ., delivered judgment to the same effect, both referring to the judgment of Lord Parker in *Parker* v. *Owners of the Ship "Black Rock"* (*supra*).—Counsel, *Compston*, K.C., *Theiger*, and *Edgar Dale*; *Rigby Swift*, K.C., and *E. Meynell*. Solicitors, *Hewitt, Woollacott, & Chown*, for *F. S. Rhodes & Bethell-Jones*, Manchester; *Collyer-Bristow, Curtis & Co.*, for *R. Sheriton Holmes*, Newcastle-upon-Tyne.

[Reported by H. Langford Lewis, Barrister-at-Law.]

REDFORD *v.* **SIR W. G. ARMSTRONG, WHITWORTH & CO. (LIM.).**
No. 1. 15th May.

Workmen's Compensation—"Arising Out of the Employment"—Accident to Munition Worker in Meal Interval—Canteen Provided by Employers—Fall on Stairs—Workmen's Compensation Act, 1906 (6 Ed. 7, c. 58), s. 1 (1).

A munition worker left the works where she was employed during the dinner hour, in accordance with the rules, and having gone out into the street, went to a canteen provided by the employers in another part of the works, which all the women employees were invited, but not obliged to use. After the dinner hour she was descending a flight of stone steps from the canteen, in order to return to her work, when she slipped and sustained a broken ankle.

Held, that the accident arose out of and in the course of the employment.

Blovelt *v.* Sawyer (1904 1 *K. B.* 271) *applied.*

Bell *v.* Sir W. G. Armstrong, Whitworth & Co. (Limited) (supra) *distinguished.*

Appeal by the employers from a decision of the county court judge at Manchester. The applicant, Gladys Redford, was employed in a machine shop at the employers' Manchester works. At 1 p.m., when the hooter sounded, all the employees had to leave the works and go outside during the dinner hour. They could go home, or anywhere they liked, but a number, including the applicant, usually went to a canteen provided by the company for their women workers. To reach this they had to go up the street a short distance, enter the works again by another door, and ascend a stone staircase of twenty-eight steps to the canteen, which was above the company's ambulance room. During the supper interval on the night shift the canteen could be entered without going out into the street, but the door separating the two parts of the works was locked during the day. Shortly before 2 p.m. the applicant, intending to return to her work after dinner, was descending the steps, when she slipped and sustained a fractured ankle. The county court judge held that the accident arose out of and in the course of the employment. The employers appealed.

The Court dismissed the appeal.

Swinfen Eady, M.R., having stated the facts, proceeded: The case was one where the accident happened on the employers' premises, in that part of them set apart for the employees during their meal intervals, and where they were entitled to be at the time that it happened. The Court had been pressed with their decision given a few days ago in *Bell* v. *Sir W. G. Armstrong, Whitworth & Co. (Limited)*. In his lordship's judgment the present case was wholly different. *Bell's case* was a case of an ordinary street accident. Here the accident happened on the employers' premises, though not on that part of the premises where work was being done. In the ordinary case an employer was not liable for a street accident which happened to one of his employees. The principle of the present case was governed by the decisions in such cases as *Blovelt* v. *Sawyer* (1904, 1 K. B. 271), where a bricklayer, while sitting down and eating his dinner, was injured by the fall of a newly-built wall upon him; or *Morris* v. *Mayor of Lambeth* (22 T. L. R. 22), where a watchman was injured while eating his dinner by the fall of a shanty upon him; or *Rowland* v. *Wright* (1909, 1 K. B. 963), where a teamster sitting in a stable and having a meal was bitten by the stable cat. The case was quite different from that of *Brice* v. *Edward Lloyd (Limited)* (1909, 2 K. B. 804), where a workman met with an accident when taking his supper sitting on a hot-water tank, a place where he had no business to be. In the present case the accident happened on a part of the employers' premises which, by an implied term of the contract of employment, the employees were at liberty to use. In his lordship's opinion there was ample evidence on which the county court judge could find, as he did, that the accident arose out of and in the course of the employment. The appeal would be dismissed, with costs.

Warrington and Duke, L.JJ., concurred.—Counsel, *Wingate Saul*, K.C., and *Meynell*; *Holman Gregory*, K.C., and *Eastham*. Solicitors, *Collyer-Bristow, Curtis, Booth, Birks, & Langley*, for *R. Sheriton Holmes*, Newcastle-upon-Tyne; *A. E. Pratt*, for *Brooks, Marshall, & Moon*, Manchester.

[Reported by H. Langford Lewis, Barrister-at-Law.]

High Court—Chancery Division.

***Re* RIVERS. PULLEN *v.* RIVERS. Eve, J. 30th April.**

Administration—Annuity—Reversionary Legacy—Estate Distributed—Fund Set Apart to Answer Annuity—Order Made in Plaintiff's Absence—Depreciation of Fund—Liability of Residuary Legatees to Refund.

Under the testator's will the plaintiff's mother was entitled to a life annuity, and at her death her children were entitled in equal shares to a legacy of £200. In an administration suit a fund was set apart to provide for the annuity, and the residuary estate was distributed. The fund so set apart proved to be insufficient for the payment of the reversionary legacies.

Held, that the reversionary legatees were entitled to follow the assets into the hands of the residuary legatees.

In this action the plaintiff sought to recover the amount whereby her share of a reversionary legacy fell short of the sum she would have received had the estate been distributed in the usual course of administration. Under the will and codicil of the testator the plaintiff's mother, Mrs. Brown, was entitled to a life annuity of £8, and at her death her children were entitled in equal shares to a legacy of £200. The testator died in 1863, and in 1871 an administration decree was made. By the order on further consideration in 1873 it was ordered that £266 consols should be carried over to the separate account of Mrs. Brown, and the dividends applied in keeping down the annuity. Other annuities were provided for in like manner, and the ultimate residue of the estate was carried over to a residuary account and invested, and the dividends ordered to be paid to Harriet Rivers for life. She died in 1885, and the residue then became divisible, subject to provision being made for the legacy of £200 to Mrs. Brown's children. In July, 1885, the amount standing to the credit of the residuary account was ordered to be paid out to the residuary legatees, and William Rivers received one-third of the sum. In 1904 Mary Williams, another annuitant, whose annuity had been secured by carrying over a like amount of consols to that carried over to the annuity account of Mrs. Brown, died, and there became payable to her only child a legacy of £200. By an order of 1st July, 1904, the fund so carried over was ordered to be sold and the surplus proceeds, after providing for the annuity down to the death of the annuitant, and for the legacy to the child, were ordered to be paid to the residuary legatees. These orders were made without notice to Mrs. Brown or her children, who could not, therefore, be bound or prejudiced by proceedings to which they were no parties.

Eve, J., after stating the facts, said Mrs. Brown survived the testator many years, and died in 1917, when the proceeds of the fund set aside to answer her annuity constituted the only outstanding estate of the testator, and were insufficient to pay costs, duties and the legacy to her children. The amount of the plaintiff's share in the distribution fell short by £16 or so of the sum to which she was properly entitled, and this action has been instituted as a test action with a view to establishing her right and the right of other persons interested in the legacy to recover the deficiency from the residuary legatees. If this were an action in which the facts were such as to justify the defendant in relying on the lapse of time as affording by analogy to the Statute of Limitations a defence, it may well be that the decision in *Re Robinson*

(1911, 1 Ch. 502), on which Mr. Edwards relied, would have been an answer to the plaintiff's claim; but he has candidly admitted that the facts here leave no room for any argument founded on the Statute, and his real defence is that the plaintiff is seeking to make the residuary legatee liable for any unforeseen loss where a fund adequate at one time to answer the claim of the legatee has become inadequate by reason of circumstances which have arisen since it was set aside. He contends that at the date in 1870, when the sum was appropriated to the mother's annuity, and again in 1885, when payments were made to the residuary legatees, and finally in 1904, when the Williams' annuity determined, there was a sufficient fund in hand to meet the reversionary legacy, and that in these circumstances it would not be right to make the residuary legatees answerable for loss due to the unlooked-for depreciation which has since occurred. The plaintiff does not admit that the fund in question was ever an adequate provision, and if this were established it would, of course, dispose of the defendant's argument as just stated; but I think there is another and shorter answer to it in this: that the fund never was set aside to provide for the legacy. It was appropriated to answer the annuity, and for that purpose only; and although it may well be that the residuary legatees believe that it afforded a sufficient retention to provide for the legacy, and received payment of moneys on account of residue on that footing, I do not think it is open to them, now that their belief as to the sufficiency of the fund has been falsified, to rely on the existence of this fund, set aside, as I say, to secure the payment of the annuity and nothing else, as a defence to this action. In my opinion, the defendants admitting assets sufficient to satisfy the claim of the plaintiff, she is entitled to recover the difference between the sum she actually received in respect of her share in the legacy of £200 and what she would have received had the testator's estate been distributed in due course of administration, and if the figures cannot be agreed, an inquiry must be directed. The defendants must pay the costs of the action.—COUNSEL, *Sanger; Johnston Edwards.* SOLICITORS, *A. E. Cubison; H. G. Kenyon*, for *Albery, Lucas, & Beresford*, Midhurst.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BRICE *v.* **BRICE.** Horridge, J. 9th May.

DIVORCE—PRACTICE—WIFE'S SUIT—MARRIAGE IN GERMANY—PROOF OF MARRIAGE.

The certificate relating to the religious ceremony of a marriage in Germany will be accepted as evidence of the marriage if the certificate of the civil ceremony is, under the circumstances, not procurable.

In this undefended suit Mrs. Bertha Nora Irene Brice, whose maiden name was Hoffa, prayed for a divorce from Major Mitford Montefiore Brice on the grounds of his desertion and adultery. She said she was married to the respondent on 23rd January, 1914, at the register office of Berlin, Wilmersdorf, Prussia, and on the same day a religious ceremony was performed at the Evangelische Dreifaltigkoets Kirche, Berlin. Her husband and she lived together in Germany, in India, and in England, and there were two children, aged four and three years. In March, 1916, she wrote and told her husband that she was about to have another child, and on 23rd March she received a letter from him saying that if she was really going to have another child he would never live with her again. She went to see him at once, and he definitely refused ever to come back to her. In May, 1917, she heard from the War Office that her husband was in hospital in France. She wrote to the matron of the hospital asking how he was. Shortly afterwards she received a letter from her husband in which he said: "I may say definitely that I refuse ever to return to you. A mistake committed is a mistake, but a mistake persisted in is criminal idiocy. If you make inquiries you will find that I stayed at the Piccadilly Hotel in the third week of January of this year with someone other than yourself." Evidence was given of the respondent's adultery. Dr. Ernest Schuster, a doctor of laws of the University of Munich and a member of the English Bar, said that he had examined the certificate of marriage produced. It related to the ceremony in church and not to the preceding civil ceremony. The regular mode of proving marriage in the German courts was by production of the certificate relating to the civil ceremony, and the certificate relating to the religious ceremony would not be accepted as evidence unless the non-production of a civil certificate was accounted for. The German Judge, however, had a discretion as to the evidence which he might receive. No clergyman, under heavy penalties, might perform a religious ceremony of marriage without satisfying himself that a civil ceremony had been previously performed, and he (the witness) was himself satisfied that such a civil ceremony had been performed in this case. It would be very difficult at present to obtain a certificate of the civil ceremony from Germany.

HORRIDGE, J., accepted the evidence in proof of the marriage as sufficient, and he pronounced a decree *nisi*, with costs, and the custody of the two children.—COUNSEL, *Wright.* SOLICITOR, *L. M. Parkin.*

[Reported by C. G. TALBOT-PONSONBY, Barrister-at-Law.]

CASES OF LAST SITTINGS

High Court—Chancery Division.

Re **WRAGG.** **WRAGG** *v.* **PALMER.** P. O. Lawrence, J. 26th March; 7th April.

WILL—TRUST FOR CONVERSION—POWER TO POSTPONE CONVERSION—INVESTMENT CLAUSE—REAL AND PERSONAL ESTATE—APPROPRIATION OF REAL ESTATE OF TESTATOR TO SETTLED SHARES OF RESIDUE.

Where a will contained a trust for sale and a power to trustees to retain any investments the testator might have at his death, and a power to trustees to invest the trust estate in "such stocks, goods, shares, securities or other investments of whatsoever nature and wheresoever" as his trustees should think fit, but no power to retain real estate or to appropriate real estate,

Held, that the trustees were authorized to purchase real estate, and under the power to vary and transpose investments they had a power of sale over real estate so purchased, and accordingly could make a valid appropriation.

This was an originating summons to determine whether the trustees could appropriate parts of the testator's unsold real estate in or towards satisfaction of the settled shares of the testator's daughters under his will. The facts were as follows: The testator devised and bequeathed to his trustees the residue of his personal estate and all his real estate upon trust for sale, with power to postpone the sale during such period as they shall think fit, and to hold the net proceeds for sale upon certain trusts for all his children in equal shares, and he settled the share of each daughter upon trust for her and her children. The will, by clause 8, authorized the testator's trustees in their discretion to continue any investments the testator might have at his death, notwithstanding they might not be of the nature of trust investments; and clause 10 of the will empowered the testator's trustees to invest any moneys forming part of the trust estate in or upon such stocks, goods, shares, securities or other investments of whatsoever nature and wheresoever as his trustees should in their uncontrolled discretion think fit; and there was an absolute power to vary such investments. There was no express power in the will to retain real estate unconverted, or to appropriate real estate to the children's settled shares, but the evidence went to shew that the appropriation of such real estate would be beneficial to the infants. The testator died in 1917, leaving seven children, one of whom subsequently died. Two of the daughters are married, and have infant children. All the testator's debts and funeral and testamentary expenses have been paid, and the trustees desired to appropriate the net residue of the testator's realty and personalty, and accordingly took out this summons.

P. O. LAWRENCE, J., in the course of a considered judgment, said: On the true construction of clauses 8 and 10 of the will the trustees were authorized to purchase real estate as an investment, and under the power to vary and transpose investments they had a power of sale over the real estate so purchased, and consequently they can effect a valid appropriation of the testator's real estate in or towards satisfaction of the daughters' settled shares in the residuary estate.—COUNSEL, *H. Johnson; Hildyard; Owen Thompson*, K.C., and *Bethel; C. J. Church.* SOLICITORS, *Andrew, Wood, Purves & Co.; Long & Gardiner.*

[Reported by L. M. MAT, Barrister-at-Law.]

High Court—King's Bench Division

WILLIAMS *v.* **LETHEREN.** Div. Court. 1st April.

JUSTICES—JURISDICTION—INFORMAL SERVICE OF SUMMONS—ADJOURNMENT OF HEARING—FRESH SUMMONS ON SAME INFORMATION—PLEA OF AUTREFOIS ACQUIT—SALE OF FOOD AND DRUGS ACT, 1899 (62 & 63 VICT. C. 51), S. 20, SUB-SECTION 6.

A summons issued by justices on an information under section 20 of the Sale of Food and Drugs Act, 1899, was served informally owing to the non-service therewith of a copy of the analyst's certificate. The justices heard the second summons first, and the defendant pleaded autrefois acquit *thereto, but the justices ruled against the defendant.*

Held, that the justices had jurisdiction to issue the second summons, and that as the first summons had not been finally disposed of when the second summons was heard, the defendant had never been in peril on the first summons, and was therefore not entitled to plead autrefois acquit.

Case stated by Swansea Justices. Letheren, an inspector under the Food and Drugs Act, 1899, preferred an information against the appellant, Sarah Ann Williams, under section 20, sub-section (6), of the Act for having, on 12th July, 1918, sold milk under a false warranty that it was pure, whereas it was deficient in butter-fat about 41 per cent. The information was heard on 30th October, 1918, and the justices convicted the appellant and fined her £20. The facts as stated in the case shewed that the information first came on for hearing on 9th October, 1918, but before any evidence was given the appellant's solicitor objected to the proceedings on the ground that no copy of the analyst's certificate had been served with the summons upon the appellant. He applied that the summons should be dismissed, but the justices decided to adjourn the hearing until 31st October, 1918, to enable the respondent to with-

draw the summons or take out a fresh summons. The respondent took out a fresh summons on 9th October, 1918, upon the same information, and this summons was served in proper time, with a copy of the analyst's certificate. On the adjourned hearing on 31st October, 1918, the two summonses were before the justices, one in which there was an informality in procedure, and the other without such an informality, and the justices decided to take the latter first. The appellant pleaded *autrefois acquit* to the second summons. The justices ruled against the appellant, who thereupon pleaded not guilty, and the justices convicted as above stated. Afterwards, upon the application of the respondent, the first summons was withdrawn. The appellant contended that the justices had no jurisdiction to issue the second summons on the same information while the first was pending.

BRAY, J.—The question in this case was whether the conviction could stand. The real objection by the appellant seemed to be that there was no jurisdiction in the justices to issue the second summons. Two objections were taken on her behalf. First, that the appellant was entitled to succeed on her plea of *autrefois acquit*, as she had been put in peril, but not convicted, on the first summons. Secondly, that the justices had no jurisdiction, during the pendency of the first summons, and on the same information, to issue the second summons, under which the conviction was obtained. The latter of these objections appeared to be the one of real importance in this case, because if there was jurisdiction to issue the second summons during the pendency of the first, it could not be contended that the appellant had been acquitted under the first summons, whereby she was entitled to plead *autrefois acquit* under the second summons. The first question was, therefore, whether there was jurisdiction to issue the second summons on the same information on a subsequent day after the first one had already been issued and served. The question, said the learned Judge, seemed to him to have been already decided in *Brooks* v. *Bagshaw* (53 W. R. 13; 1904, 2 K. B. 798). Lord Alverstone said in that case that, ever since *Ex parte Fielding* (1861, 25 J. P. 759) it had been held that on a valid information two or more summonses in succession could be issued, unless and until there had been a determination of the matter on its merits. In the present case, when the second summons was issued, there had been no determination of the matter on the first summons. *Brooks* v. *Bagshaw* (*supra*) seemed a clear authority, and if *Ex parte Fielding* were referred to, it would be found that Lord Chief Justice Cockburn said: "The justices entertained the application in due time, and therefore issued a summons. That summons, however, from some cause or other, was not served, and was dropped. Why should the same justices not issue another summons, or a series of summonses, if necessary, on the same information?" But it was said that the justices did wrong in adjourning the case and in hearing the second case first. However that might be, it would not deprive the justices of the jurisdiction they already had when they issued the second summons. It seemed to him the justices were right, and that the appeal should be dismissed.

A. T. LAWRENCE, J., and SHEARMAN, J., delivered judgments to the same effect. Shearman, J., said, however, that the practice of there being two summonses of the same date before the justices ought not to be encouraged. It would have been better to determine that the first should be withdrawn and another taken out, but that not having been done did not interfere with the jurisdiction of the justices. Appeal dismissed.—COUNSEL, *W. A. Barton* (*D. O. Evans* with him), for the appellant; *Jowitt*, for the respondent. SOLICITORS, *T. D. Jones & Co.*, for *C. H. K. Newcombe*, Swansea; *Walter Crimp & Co.*, for *Jenkin, Jones, & Co.*, Swansea.

[Reported by G. H. KNOTT, Barrister-at-Law.]

New Orders, &c.

The Rules in Lunacy, 1919.

(*Continued from p.* 499.)

FORM V.

AFFIDAVIT OF KINDRED AND FORTUNE IN SUPPORT OF FIRST SUMMONS TO APPOINT A RECEIVER WHERE AN AFFIDAVIT IS REQUIRED.

(Title as in Form I.)

In the Matter of A.B.

I,

(*a*) [(*a*) Fill in address and full description of Deponent. The description "Gentleman" or "Esquire" or of "no occupation" or "Spinster" or "Widow" or "Married Woman" is not sufficient] of in the of make Oath and say as follows:—

(1) I am (the husband *or* wife or a brother, sister, cousin *or* as the case may be) of the above-named Patient.

(2) The Patient has a wife (*or* husband) living (*or* is a widower *or* widow) (*b*) [(*b*) If it does not already appear].

(3) The (other) nearest relatives of the Patient are (*c*):—[(*c*) State the nearest relatives, but long statements of pedigree should be avoided.]

(1)
(2)
(3)
(4)

(4) The Patient is years of age.

(5) The Patient is a (*d*) [(*d*) State short description of Patient's position in life (for instance, Colonel in the Army, Stockbroker, Grocer, Bank Clerk, Farm Labourer)].

(6) The Patient is now at the Asylum. He was taken there on the day of 19 (or residing at).

(7) The freeholds, copyholds and leaseholds belonging to the Patient are specified in the First part of the Schedule hereto (or the Patient is not entitled to any freeholds, copyholds or leaseholds).

(8) The personal property other than leaseholds (*e*) [(*e*) Strike out if none] belonging to the Patient is specified in the Second part of the Schedule hereto.

(9) The Patient is tenant for life of the residuary estate devised by the Will of who died on the

The present Trustees of the said Will are (*f*) [(*f*) Set out names, addresses, and descriptions of the Trustees].

The property, of which the Patient is tenant for life under the said Will, is specified in the Third Part of the Schedule hereto.

(10) The net income of the Patient is £ a year.

(11) The capital of the Patient does not exceed £2,000 (*g*) [(*g*) This paragraph is wanted in Cases where the income exceeds £100 a year, but the capital is less than £2,000].

(12) The debts of the Patient amount to £ . They are specified in the Fourth part of the Schedule hereto (*or* there are no debts owing by the Patient).

(13) The cost of maintenance of the Patient at the said Asylum is £ a year (*or* as the case may be).

The Schedule.

PART I.

Freeholds, Copyholds and Leaseholds (*h*) [(*h*) Strike out what is not wanted].

PART II.

Personal Property (other than Leaseholds (*i*)) [(*i*) Strike out if none].

PART III.

Property of which Patient is tenant for life.

PART IV.

Debts (*j*) [(*j*) Strike out if none].

Sworn, &c.

FORM VI.

AFFIDAVIT OF SERVICE OF FIRST SUMMONS TO APPOINT RECEIVER.

(Title as in Form I.)

I,

of (*a*) [(*a*) Fill in address and full description of Deponent. The description "Gentleman" or "Esquire" or of "no occupation" or "Spinster" or "Widow" or "Married Woman" is not sufficient].

in the of make Oath and say as follows:—

(1) On the day of 19 at o'clock, I served the above-named Patient, A.B., at in the of with a true copy of the Summons in this matter, dated the day of 19 , by delivering to and leaving with him personally such copy.

(2) The copy Summons so served bore an endorsement, of which the following is a correct copy (*set out the endorsement*)

Sworn, &c.

FORM VII.

SUMMONS BEFORE MASTERS OTHER THAN FIRST SUMMONS.

(Title as in Form I.)

Let all parties concerned attend the Masters at Room 213, Royal Courts of Justice, London, on day the day of at o'clock in the noon on the hearing of an application on the part of (*here state on whose behalf the application is made and its object*)

Dated the day of , 19 .

This Summons was taken out by of Solicitors for

To

(*Fill in names of Respondents, if any*).

FORM VIII.

NOTICE OF APPEAL FROM AN ORDER OF A MASTER.

(Insert title of the Proceedings.)

TAKE NOTICE that of desires to appeal to the Judge from the Order (or Certificate or Direction) of the Master made (or given) in this matter dated the (if part only is appealed from add so far as it directs that).

And that he intends to ask that the said Order (or Certificate or Direction) may be discharged (*or* varied) and that it may be ordered that

Dated the day of

(Signed)
Solicitors for

To
and to Messrs.
his Solicitors.

(Signed)
BIRKENHEAD, C.

Dated 1st May, 1919.

War Orders and Proclamations, &c.

The *London Gazette* of 16th May contains the following in addition to matters printed below:—

1. An Order in Council, dated 16th May, further amending the Exportation Prohibition Proclamation of 30th May, 1917. Certain forms of iron and steel are removed from Class (A), and cocoa powder is added to the excepted forms of cocoa in the same class.

2. A further Notice that licences under the Ferrous Metal Industry Act, 1918, have been granted to certain companies, firms and individuals. The present list contains four names.

The *London Gazette* of 20th May contains no matters requiring to be noticed except those printed below.

Orders in Council.

EXPORTATION PROHIBITION.

[Recitals.]

And whereas there was this day read at the Board a recommendation from the Board of Trade to the following effect:—

That the articles indicated in the Proclamation of the 10th May, 1917, as amended and added to by subsequent Orders of Council, and by the Proclamations dated respectively the 18th day of December, 1918, and the 12th day of March, 1919, as being prohibited to be exported to all destinations in European Russia and in other foreign countries in Europe and on the Mediterranean, except France and French Possessions, Italy and Italian Possessions, Belgium, Portugal, Greece, Serbia, Roumania, Iceland and the Faroe Islands, Spain, Morocco, and Palestine and Syria as far north as a line from Alexandretta to Aleppo inclusive, and as far east as the Hejaz Railway inclusive, Czecho-Slovakia, Alsace-Lorraine, and the portions of Austria-Hungary and territories on the left bank of the Rhine in the occupation of the Armies of the Associated Governments, and to all ports in any such foreign countries, should be prohibited to be exported to all destinations in European Russia and in other foreign countries in Europe and on the Mediterranean, except France and French Possessions, Italy and Italian Possessions, Belgium, Portugal, Greece, Serbia, Roumania, Iceland and the Faroe Islands, Spain, Morocco, Palestine, and Syria as far north as a line from Alexandretta to Aleppo inclusive, and as far east as the Hejaz Railway inclusive, Czecho-Slovakia, Alsace-Lorraine, Luxembourg, and the portions of Austria-Hungary and territories on either bank of the Rhine in the occupation of the Armies of the Associated Governments, and to all ports in any such foreign countries.

Now, therefore, their Lordships, having taken the said recommendation into consideration, are pleased to order, and it is hereby ordered, that the same be approved.

Whereof the Commissioners of His Majesty's Customs and Excise, and all other persons whom it may concern, are to take notice and govern themselves accordingly.

16th May. [*Gazette*, 16th May.

THE AIR FORCE ACT (STATUTORY AMENDMENTS) ORDER, 1919.

Whereas by sub-section (3) of section 12 of the Air Force (Constitution) Act, 1917, it is provided that where by any Enactment passed after the passing of that Act any amendments are made in the Army Act the corresponding amendments shall be made in the Air Force Act subject to such modifications and exceptions as His Majesty in Council may declare to be necessary for adapting the same to the Air Force:

And whereas by the Army (Annual) Act, 1919, certain amendments in the Army Act have been made:

Now, therefore, His Majesty, by and with the advice of His Privy Council, is pleased to declare and order, and it is hereby declared and ordered, as follows:—

1. It is necessary that the amendments made in the Army Act by the Army (Annual) Act, 1919, should, in their application to the Air Force, have effect as set out in a modified form in Parts I. and II. of the Schedule to this Order, and accordingly the amendments set forth in Part I. of the said Schedule shall be made in the Air Force Act; and the provisions in the Army (Annual) Act, 1919, mentioned in column one of Part II. of the said Schedule shall, in their application to the Air Force, have effect as set out in a modified form in column two thereof.

2. The said amendments to the Air Force Act shall take effect, and shall be deemed to have taken effect:—

(*a*) in the United Kingdom, Channel Islands and the Isle of Man as from the 30th day of April, 1919; and

(*b*) elsewhere whether within or without His Majesty's Dominions as from the 31st day of July, 1919.

Provided that the modification of section 10 (1) of the Army (Annual) Act, 1919, and the amendment to section 190 of the Air Force Act shall take effect, and shall be deemed to have taken effect, as from the 16th day of April, 1919, both within the British Islands and elsewhere.

3. This Order may be cited as the Air Force Act (Statutory Amendments) Order, 1919.

8th May. [*Gazette*, 16th May.

[There is a long schedule of amendments.]

Army Council Order.

NOTICE.

In pursuance of the powers conferred upon them by the Defence of the Realm Regulations, the Army Council hereby give notice that the Quebracho (Dealings) Order, 1918, is cancelled.

14th May. [*Gazette*, 16th May.

Board of Trade Order.

REVOCATION OF MOTOR SPIRIT ORDERS.

Pursuant to the Articles of Commerce (Relaxation of Restrictions) Order, 1918, the Board of Trade give notice that the Orders of the Board, dated 6th February, 1917, and 13th July, 1917, with respect to information as to motor spirit, and the Motor Spirit Delivery Order, 1918, will cease to have effect as from the 17th May, 1919.

13th May. [*Gazette*, 16th May.

Food Orders.

THE GREEK CURRANTS (MAXIMUM PRICES) ORDER, 1918.

Notice of Revocation.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby revokes as from the 14th April, 1919, the Greek Currants (Maximum Prices) Order, 1918 [S. R. & O., Nos. 491, 1291 and 1707 of 1918 and No. 393 of 1919], but without prejudice to any proceedings in respect of any contravention thereof.

14th April.

THE RATIONING ORDER, 1918.

Notice of Revocation of the Directions relating to the Rationing of Jam.

In exercise of the powers reserved to him by the above Order and of all other powers enabling him in that behalf, the Food Controller hereby revokes as from the 15th April, 1919, the Directions relating to the Rationing of Jam, dated the 29th January, 1919, and made under the above Order [S. R. & O., No. 894 of 1918, and No. 89 of 1919], but without prejudice to any proceedings in respect of any contravention thereof.

24th April.

THE COFFEE (RETAIL PRICES) ORDER, 1917.

General Licence.

On and after the 5th May, 1919, until further notice, coffee may be sold or offered or exposed for sale, or bought free from the restrictions imposed by the above Order [S. R. & O., No. 1228 of 1917].

23th April.

THE MILK (REGISTRATION OF DEALERS) ORDER, 1918.

THE MILK (DISTRIBUTION) ORDER, 1918.

Directions to Wholesale Dealers in Milk.

In exercise of the powers reserved to him by the above Orders [S. R. & O., Nos. 24, 161 and 1246 of 1918] and of all other powers enabling him in that behalf, the Food Controller hereby orders and directs that except under the authority of the Food Controller a wholesale dealer in milk shall not deal in milk at, about or in connection with any premises other than premises used by him on or before the 1st May, 1919, for the purpose of wholesale dealings in liquid milk or for the purpose of the manufacture of cream, butter, cheese, condensed milk or dried milk.

28th April.

THE MILK (DISTRIBUTION) ORDER, 1918.
THE MILK (REGISTRATION OF DEALERS) ORDER, 1918.

Directions.

In exercise of the powers reserved to him by the above Orders [S. R. & O., Nos. 1246 and 1306 of 1918] and of all other powers enabling him in that behalf, the Food Controller hereby orders and directs as follows:—

1. In these Directions:—

The expression "the South-West Area" shall mean the Counties of Cornwall, Devon, Somerset and Dorset.

The expression "the Industrial District" shall mean the West Riding of Yorkshire, except the districts specified in the Schedule hereto.

2. (*a*) Except under and in accordance with the terms of a licence granted to him by or under the authority of the Food Controller, a person shall not—

(*i*) buy or agree to buy or take delivery of any milk produced in the South-West Area for the purpose of any business without the area, or

(*ii*) buy or agree to buy or take delivery of any such milk for the purpose of the manufacture within the area of cheese, butter, cream, dried milk or condensed milk for sale by wholesale.

(*b*) (i) Where milk is delivered by the producer to a purchaser from the buyer in accordance with the directions of the buyer, the purchaser shall be deemed to be the buyer for the purpose of these directions.

(ii) Except in the case mentioned in sub-clause (*b*) (i) the provisions of sub-clause (*a*) (i) shall not apply to a buyer, where the seller's premises are without the area.

3. (*a*) Except under and in accordance with the terms of a licence granted to him by or under the authority of the Food Controller, a person shall not buy or agree to buy or take delivery of any milk produced outside the Industrial District for the purpose of any business within the district.

(*b*) (i) Where milk is delivered by the producer to a purchaser from the buyer in accordance with the directions of the buyer, the purchaser shall be deemed to be the buyer for the purpose of these directions.

(ii) Except in the case mentioned in sub-clause (*b*) i) the provisions of sub-clause (*a*) shall not apply to a buyer where the seller's premises are within the district.

4. (*a*) Every application for a licence under clause 2 shall be made to the Secretary, Milk Branch, Ministry of Food, New County Hall, Belvedere-road, S.E. 1, and every application for a licence under clause 3 shall be made to the Divisional Food Commissioner, Wesleyan Schools, Oxford-row, Leeds, and every applicant shall furnish such particulars as may be required from him.

(*b*) A licence may be granted to such persons and subject to such conditions as the Food Controller may determine, and may at any time be revoked by the Food Controller.

5. These Directions shall come into force on the 1st May, 1919.

28th April.

The Schedule.

Urban Districts.	*Rural Districts.*
Barnoldswick.	Bishopthorpe.
Burley-in-Wharfedale.	Bowland.
Earby.	Goole.
Goole.	Gt. Ouseburn.
Guiseley.	Knaresborough.
Harrogate.	Pately Bridge.
Horsforth.	Ripon.
Ilkley.	Sedbergh.
Knaresborough.	Selby.
Otley.	Settle.
Rawdon.	Skipton.
Ripon.	Tadcaster.
Selby.	Thorne.
Silsden.	Wetherby.
Skipton.	Wharfedale.
York City.	

THE DRIPPING (STANDARD OF QUALITY) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. On and after the date hereof a person shall not sell or offer or expose for sale or knowingly buy or offer to buy as dripping any fat unless it complies with the following requirements:—

(*a*) It shall have been manufactured either in the United Kingdom or abroad from raw-beef fat or raw-mutton fat or beef or mutton bones;

(*b*) It shall have been so manufactured by a process other than the acid process; and

(*c*) It shall not contain more than 1 per cent. of water and impurities (taken together) or more than 2 per cent. of free fatty acids.

2. Any fat produced by rendering, melting or treating raw beef or raw mutton fats or beef or mutton bones or any other animal fats (except lard, neutral lard, oleo oil, beef and mutton stearine and Premier Jus) not complying with these requirements shall be sold only under the name and by the description of "Technical Tallow."

3. *Warranty and Certificate.*]—In any proceedings for an infringement of this Order:—

(i) a buyer shall be entitled to rely upon any written warranty to the matters referred to in Clauses 1 and 2, which was given to him by the person from whom he bought the article, if he satisfies the Court that he had no reason to suspect that such warranty was untrue and has given due notice to the prosecutor of his intention to rely on such warranty;

(ii) the production of the certificate of the Principal Chemist of the Government Laboratories or of any analyst appointed under the Sale of Food and Drugs Acts shall be sufficient evidence of the facts therein stated unless the defendant requires that the person who made the analysis be called as a witness. Such certificate shall, so far as circumstances permit, be in the form required by the Sale of Food and Drugs Acts.

4. A person shall not, on the sale of any fat to which this Order applies, enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

5. Infringements of this Order are summary offences against the Defence of the Realm Regulations.

6. This Order may be cited as the Dripping (Standard of Quality) Order, 1919.

28th April.

THE SEEDS, NUTS, KERNELS, OILS AND FATS (MAXIMUM PRICES) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following Regulations shall be observed by all persons concerned:—

1. *Maximum Prices.*]—A person shall not on or after the 30th April, 1919, sell or offer or expose for sale or buy or offer to buy any of the Seeds, Nuts, Kernels, Oils or Fats mentioned in the Schedule hereto at a price exceeding the maximum price for the time being applicable under this Order.

2. On and after the 30th April, 1919, until further notice the maximum price applicable on a sale of any of the articles mentioned in the Schedule shall, where the sale is of not less than 1 ton, be a price at the rate set opposite such article in the Schedule.

3. *Terms of Sale.*]—The maximum prices fixed by Clause 2 hereof are fixed upon the basis that:—

(*a*) in the case of seeds, nuts or kernels, the goods are sold *ex* ship, quay, or warehouse in the United Kingdom, and are packed in bags provided by the seller free of cost to the buyer, and

(*b*) in the case of oils or fats the goods are sold naked *ex* ship, quay, mill or warehouse in the United Kingdom, and that where packages are provided by the seller they may be charged for at current market rates not exceeding the rate of £4 per ton of oil or fat sold.

(*c*) The expressions "*ex* ship," "*ex* quay" and "*ex* warehouse" are to be interpreted in accordance with recognised trade or port customs or usages as to the meaning of such expressions;

(*d*) The prices are subject to the observance of recognised trade or port customs or usages with regard to dealings in the specified articles and to the incorporation in any contract for sale or purchase at the maximum price of any terms and conditions as to arriving at weights and allowances for ullage which it is customary to incorporate in contracts for the sale or purchase of such article, and to the use, for dealings in any article at the maximum price, of any recognised Trade Association form or contract for dealings in such article.

4. On and after the 30th April, 1919, until further notice the maximum price on any sale (other than a sale under Clause 2 hereof or a sale by retail) of any of the Oils mentioned in Part II. or Part III. of the Schedule hereto shall be a price at the rate of £9 per ton in excess of the price set opposite such oil in the said Schedule.

5. *Terms of Sale.*]—The maximum price fixed by Clause 4 is fixed on the basis that the goods are delivered to the buyer's premises in proper and suitable packages provided by the seller free of cost to the buyer, such packages to be returnable to the seller at the seller's cost.

6. *Retail Prices.*]—On and after the 30th April, 1919, the maximum price applicable on a sale by retail of any of the Oils mentioned in Part II. or Part III. of the Schedule hereto shall be a price at the rate of 1s. per imperial pint, inclusive of all costs of packing and giving credit, but in packages to be supplied by the buyer at his own expense.

7. *Delivery and Special Packages.*]—Where on a sale by retail the Oil is delivered at the request of the buyer otherwise than at the seller's premises an additional charge may be made in respect of such delivery not exceeding any sum actually and properly paid by the seller for carriage, or a sum at the rate of ½d. per pint, whichever shall be the

higher, and where the seller at the request of the buyer provides any packages for the Oil, he may charge in respect of such package a sum not exceeding the sum actually and properly paid by the seller for such package, or a sum at the rate of 2d. per pint, whichever shall be the higher.

8. No sale of any of the articles mentioned in the Schedule shall, except under a licence granted by the Food Controller, be made upon terms other than the terms on the basis of which the maximum price therefor is expressed to be fixed by this Order.

9. *Fictitious Transactions.*]—A person shall not on a sale of any of the articles mentioned in the Schedule enter or offer to enter into any fictitious or artificial transaction or make or demand any unreasonable charge.

10. *Interpretation.*]—For the purposes of this Order the expression "sale by retail" shall not include any sale where the total amount of Oil sold by the same seller to the same buyer in any week ending on a Saturday midnight exceeds 28 lbs.

11. *Revocation of Orders.*]—As from the 30th April, 1919, the Edible Oils (Maximum Prices) Order, 1919 [S. R. & O., No. 215 of 1919], is hereby revoked, but without prejudice to any proceedings in respect of any contravention thereof.

12. *Penalty.*]—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

13. *Title.*]—This Order may be cited as the Seeds, Nuts, Kernels, Oils and Fats (Maximum Prices) Order, 1919.

28th April.

The Schedule.

PART I.

Seeds, Nuts and Kernels.	*Per ton.*
Copra	£46
Cotton Seed	£19
Palm Kernels	£26
Ground Nuts	£32

PART II.

Crude Oils.	
Cocoanut Oil	£70
Cotton Seed Oil	£60
Ground Nut Oil	£78
Palm Kernel Oil	£52

PART III.

Refined Deodorised Oils.	
Cocoanut Oil	£82
Cotton Seed Oil (Home Produced)	£75
Ground Nut Oil	£90
Palm Kernel Oil	£64
Refined and Finished Common Edible Oils.	
Cotton Oil (Home Produced)	£71

NOTICE OF REVOCATION AND SUSPENSION.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf the Food Controller hereby orders as follows:—

1. The Orders mentioned in the first column of the Schedule are hereby revoked as from the 30th April, 1919, to the extent specified in the second column of the Schedule, but without prejudice to any proceedings in respect of any contravention thereof.

2. On and after the 30th April, 1919, until further notice cattle-feeding stuffs may be dealt in free from the restrictions imposed by the Cattle Feeding Stuffs (Licensing) Order, 1918 [S. R. & O. No. 102 of 1918].

29th April.

The Schedule.

—	Order Revoked.	Extent to which revoked.
S.R. & O., No. 1224 of 1917.	The Oils, Oil Cakes and Meals (Requisition) Order, 1917.	Only so far as it relates to Oil Cakes, Meals & residues.
S.R. & O., No. 1316 of 1917.	The Cattle Feeding Stuffs (Committees) Order, 1917	The whole.
S. R. & O., No. 58 of 1918.	The Cattle Feeding Stuffs (Requisition) Order, 1918.	The whole.
S.R. & O., No. 173 of 1918.	The Cattle Feeding Stuffs (Maximum Prices) Order, 1918.	The whole.
S.R. & O., No. 1308 of 1918.	The Cattle Feeding Stuffs (Distribution) Order, 1918.	The whole.

NOTICE OF REVOCATION.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations and of all other powers enabling him in that behalf, the Food Controller hereby orders that as from the 30th April, 1919, the Orders specified in the first column of the Schedule hereto are hereby revoked to the extent specified in the second column of the Schedule, but without prejudice to any proceedings in respect of any contravention thereof.

28th April.

The Schedule.

—	Name of Order.	Extent to which revoked.
S.R. & O., No 1134 of 1917.	The Oil Splitting Order, 1917.	The whole Order.
S.R. & O., No. 1225 of 1917.	The Hardened Fat (Requisition) Order, 1917.	The whole Order.
S.R. & O., No. 1226 of 1917.	The Seeds, Nuts and Kernels (Requisition) Order, 1917.	The whole Order, except so far as relates to shipments of castor seed, ground-nuts, linseed, palm and palm kernels in respect of which the Ocean Bill of Lading is dated before the 18th March, 1919, and to shipments of other seeds, nuts or kernels in respect of which the Ocean Bill of Lading is dated before the 15th March, 1919.
S.R. & O., No. 1311 of 1917.	The Oils & Fats (Requisition) Order, 1917.	The whole Order, except so far as relates to shipments of premier jus, oleo oil, oleo stearine and tallow in respect of which the Ocean Bill of Lading is dated before the 28th January, 1919, to shipments of palm oil in respect of which the Ocean Bill of Lading is dated before the 11th March, 1919, and to shipments of any other oils or fats in respect of which the Ocean Bill of Lading is dated before the 15th March, 1919.
S.R. & O., No. 636 of 1918.	The Home Melt Tallow and Greases (Maximum Prices) Order, 1918.	The whole Order.
S.R. & O., No. 1199 of 1918	The Bones (Maximum Prices) Order, 1918.	The whole Order.

THE SPIRITS (PRICES AND DESCRIPTION) ORDER, 1919.

In exercise of the powers conferred upon him by the Defence of the Realm Regulations, and of all other powers enabling him in that behalf, the Food Controller hereby orders that except under the authority of the Food Controller the following regulations shall be observed by all persons concerned:—

1. *Application of Order.*]—This Order shall apply only to spirits of the kinds mentioned in Column I. of the first Schedule to this Order.

2. *Spirits to be sold in licensed premises by certain measures.*]—A person shall not sell or offer to sell in any part of any licensed premises any spirits otherwise than by reputed quart bottle, or by reputed pint bottles, or by imperial measure, or by one-half, or one-third, or one-quarter, or one-fifth, or one-sixth part of a gill, quartern or noggin.

3. *Restriction on certain sales in licensed premises.*]—(*a*) A person shall not sell or offer to sell in any part of any licensed premises having a public bar, any spirits of a kind mentioned in Column I. of the First Schedule unless spirits of a kind and (where mentioned) of a strength set opposite to such spirits in Column II. of that Schedule are on sale by measure in the public bar of such premises.

(*b*) Nothing in this clause shall apply to sales in premises licensed only for sale for consumption off the premises.

4. *Maximum price on sales other than to traders.*]—On the occasion of a sale of any spirits other than a sale to a licensed trader for the purposes of his trade, the maximum price shall be:—

(*a*) On a sale in a public bar for consumption on the premises, the price applicable according to Part I. of the Second Schedule; and

(*b*) On a sale in licensed premises elsewhere than in a public bar, for consumption on the premises, the price applicable according to Part II. of the Second Schedule; and

(*c*) On any sale whether in licensed premises or elsewhere for consumption off the premises, the price applicable according to Part III. of the Second Schedule.

5. *Maximum price to traders.*]—On the occasion of a sale of any spirits to a licensed trader for the purposes of his trade, the maximum price shall be the price applicable according to the Third Schedule.

6. *Rights of a licensed trader.*]—(*a*) On the occasion of a sale by any person of not less than a quarter cask of spirits in bond to a licensed trader who purchased spirits on in bond terms from such person in the year 1916, the maximum price shall be the price applicable according to (*a*) of Part I. of the Third Schedule, provided that a licensed trader may at the time of such sale partially or wholly waive his rights under this Clause.

(*b*) For the purposes of this Clause a sale on "in bond terms" shall include a sale in the year 1916, in which duty was paid by the seller and charged to the buyer on a separate invoice.

7. *Provisions affecting sales.*]—(*a*) On a sale (other than a sale in bond) of any spirits in a public bar of licensed premises, the maximum price at which the spirits may be sold in a public bar, and the strength or, where the maximum price is fixed in respect of a range of strength, the range of strength, shall be legibly marked:—

(i) where such sale is by bottle, on the bottle; and

(ii) where such sale is otherwise than by bottle, on the receptacle or tap from which such spirits are drawn, in such manner as to be visible to the purchaser.

Provided that where all the spirits of one kind on sale in such bar are of one strength, or are of one range of strength, it shall be a sufficient compliance with this clause, as respects spirits of that kind, to state that fact together with the strength or range of strength and the maximum price therefor on a placard in figures and letters of not less than 2 inches in length displayed in a prominent position in the bar.

(*b*) On a sale (other than a sale in bond) of any spirits elsewhere than in a public bar of licensed premises, the strength of the spirits shall be legibly marked where such sale is by bottle on a label attached to the bottle, and where such spirits are sold otherwise than by bottle on a label attached to the receptacle in which such spirits are delivered or from which such spirits are drawn.

Provided that where all the spirits of one kind on sale elsewhere than in the public bar are of one strength, it shall be a sufficient compliance with this clause as respects spirits of that kind to state that fact together with the strength and the maximum price therefor on a placard in letters and figures of the size mentioned displayed in a prominent position.

8. *Samples of Analysis.*]—A person authorized in that behalf by the Food Controller or a Food Committee to procure for analysis samples of spirits on sale in any licensed premises shall have all powers of procuring samples conferred by the Sale of Food and Drugs Acts, and a person selling spirits by retail shall, on tender of the price for the quantity which he shall reasonably require for the purpose of analysis, sell the same to him accordingly.

9. *Certificate of Analyst.*]—In any proceedings in respect of an infringement of this Order, the production of the certificate of the Principal Chemist of the Government Laboratories or of an analyst appointed under the Sale of Food and Drugs Acts shall be sufficient evidence of the facts there n stated unless the defendant require that the person who made the analysis be called as a witness. The certificate of the Principal Chemist or of the Analyst shall, so far as circumstances permit, be in the form required by the Sale of Food and Drugs Acts.

10. *Defence.*]—If in any proceedings against a licensed trader for charging a price in excess of any maximum price applicable under this Order it is proved that an offence has been committed, but the defendant proves—

(*a*) tnat he purchased the spirits in question from a person who sold it as spirits of a kind or strength which justified the price charged by the defendant; and

(*b*) that he had no reason to believe at the time of sale by him that the kind or strength of the spirits was such as prevented their being sold at the price charged; and

(*c*) that he has given due notice to the prosecutor of his intention to rely on the provisions of this clause;

the defendant shall be entitled to be discharged from the prosecution.

11. *Clearance rights not to be bought or sold.*]—A person shall not sell or buy or offer to sell or buy an authority for the delivery of spirits from bond granted or to be granted by the Commissioners of Customs and Excise.

12. *False statements.*]—A person shall not on any invoice or other document make or knowingly connive at the making of any false statements as to the strength of spirits.

13. *Offers.*]—A person shall not sell or buy or offer to sell or buy any spirits at a price exceeding the maximum price applicable under this Order, or in connection with a sale or disposal or proposed sale or disposal of spirits enter or offer to enter into any artificial transaction or make or demand any unreasonable charge.

14. *Ascertainment of price.*]—Where by this Order a maximum price is prescribed for spirits of a stength of 30 degrees under proof and spirits of a different strength are being sold, the maximum price of the spirits of a strength of 30 degrees under proof shall be increased or reduced proportionately to the increased or reduced percentage of proof spirits in the spirits which are being sold.

15. *Interpretation.*]—In this Order—

The expression "Food Committee" means a Food Control Committee established under the authority of the Food Controller.

The expression "public bar" means any bar on licensed premises, except such bar or bars in which, prior to 1st April, 1918, beer was not sold at (or at less than) the prices set out in the Beer (Prices and Description) Order, 1917.

The expression "sell" shall as regards a registered club have the same meaning as the word "supply."

The expression "sold in bulk" means sold for delivery in vat, cask or jar.

The expression "case" means 12 reputed quart bottles, or 24 reputed pint bottles.

The expression "licensed trader" means any person holding a licence to deal in intoxicating liquors, whether by wholesale or retail, and shall include a person buying on behalf of the Navy and Army Canteen Board or of a registered club, and in the application of this Order to Scotland, a person holding a certificate (as defined in Part VII. of the Licensing (Scotland) Act, 1903) granted by the Licensing Court.

The expression "British Brandy" means any brandy other than imported brandy derived exclusively from the grape.

The expression "British Gin" means any gin other than imported gin.

"Whiskey of a proprietary brand" means whiskey lawfully sold under a distinctive name and label, provided that such name and label were in use on sales of whiskey before the 30th November, 1917.

The expression "licensed premises" means premises in respect of which a justice's licence has been granted and is in force, but shall include theatres, music halls, railway restaurant cars, registered clubs, and, in the application of this Order to Scotland, the premises of a person holding a certificate (as defined in Part VII. of the Licensing (Scotland) Act, 1903) granted by the Licensing Court.

16. *Exceptions.*]—Nothing in this Order shall apply to—

(i) the sale of spirits on passenger vessels;

(ii) the sale of spirits for export, provided such spirits so sold are not invoiced or paid for before removal under an export bond;

(iii) the sale of spirits in Ireland for delivery and consumption in Ireland.

17. The Spirits (Prices and Description) No. 2 Order, 1918, is hereby revoked as on the 1st May, 1919, without prejudice to any proceedings in respect to any contravention thereof.

18. *Infringements.*]—Infringements of this Order are summary offences against the Defence of the Realm Regulations.

19. *Title and commencement of Order.*]—(*a*) This Order may be cited as the Spirits (Prices and Description) Order, 1919.

(*b*) This Order shall come into force on the 1st May, 1919.

30th April.

[*Schedules I., II., III.*]

The following Food Orders have also been issued :—

Potatoes (Consolidation) Order No. 2, 1918. General Licence. 12th April.

Order amending the Live Stock (Sales) Order, 1918. 16th April.

The Milk (Summer Prices) Order, 1919. 24th April.

Exports to European Neutrals.

The Board of Trade announce that, by Inter-Allied agreement, on and after 25th April all commodities other than war material may be imported into the northern neutral countries and Switzerland without quantitative restriction.

For the present, existing regulations regarding the production of guarantees against re-export in cases where these are now required remain unaffected by this relaxation.

*** This announcement carries the implication that for goods other than war material the system of rationing European neutral countries contiguous to Germany has now been abandoned.

Societies.

Gray's Inn.

On Thursday, the 15th inst., the Grand Day of Easter Term at Gray's Inn, the Treasurer (the Right Hon. the Lord Chancellor) and the Masters of the Bench entertained at dinner the following guests:—The Earl of Kintore, Viscount Haldane, Viscount Mersey, Viscount Finlay, Lord Colebrook, Lord Hylton, Lord Stanmore, Lord Dunedin, Lord Atkinson, Lord Shaw of Dunfermline, Lord Moulton, Lord Parmoor, Lord Wrenbury, Lord Buckmaster, Lord Phillimore, and Sir Claud Schuster.

The benchers present in addition to the Treasurer were :—Judge Mulligan, K.C., Mr. Justice Lush, Mr. W. T. Barnard, K.C., Lord Justice Duke, Mr. Edward Clayton, K.C., Mr. Vesey Knox, K.C., Lord Justice Atkin, Sir William Bryne, K.C.V.O., C.B., Mr. Montague Sharpe, Judge Ivor Bowen, K.C., Sir Hamar Greenwood, Bart., K.C., M.P., Mr. A. W. Samuels, K.C., M.P., with the Preacher (the Rev. R. J. Fletcher, D.D.) and the Under-Treasurer (Mr. D. W. Douthwaite).

The Society of Incorporated Accountants and Auditors.

The Council of the Society of Incorporated Accountants and Auditors have unanimously elected Mr. William Claridge, M.A. (W. Claridge & Co., Bradford), and Mr. George Stanhope Pitt (Bolton, Pitt and Breden), London, to the respective offices of president and vice-president for the ensuing year.

Union Society of London.

SESSION 1918-19.

The twenty-fifth meeting of the society was held in the Middle Temple Common Room on Wednesday, 21st May, 1919, at 8 p.m. The subject for debate was: "That, in the opinion of this house, Germany and her Allies should be made to pay the total cost of the war." Opener, Mr. W. E. Thomas; opposer, Mr. H. S. Nichols. The motion was lost.

The Increase of Rent, &c., Acts.

Judge Selfe, on Thursday, says the *Westminster Gazette*, in a case at Marylebone County Court, regarding possession of a house, said: "Why there should be this dearth of houses I confess I do not understand. Of course building has been suspended during the war, but unhappily the population has been very seriously reduced by the casualties in the war. And I don't understand why the accommodation which was sufficient in 1914 is not now sufficient for the reduced population of 1918."

His honour added that, whatever decision he gave, would inflict hardship on one of the parties, and he considered that Parliament had placed an insoluble problem before the courts. The Act of 1919 provided that the court had discretion in "considering especially the alternative accommodation available to the tenant," and his view was that the burden of proving that such accommodation was available lay on the owner of the house seeking possession. He did not think the plaintiff had discharged that burden, and therefore in the present case there would be judgment for the defendant.

Parcel Post to Germany and Austria in Allied Occupation.

The Post Office states that uninsured parcels containing articles, such as foodstuffs, clothes, boots, &c., for the personal use of the addressee, but not parcels sent for commercial purposes, can now be accepted from all parts of Germany in Allied occupation at the following rates of postage:—

Not exceeding 3 lbs.	1s. 4d.
Over 3 lbs. and not over 7 lbs.	1s. 8d.
Over 7 lbs. and not over 11 lbs.	2s. 0d.

MAIL SERVICE TO AUSTRIA.

The restriction under which no printed matter, with the exception of newspapers, could be sent to Austria has been removed. The following classes of postal packets are now transmissible:—Unregistered postcards and letters (which should be posted without fastening down the flap of the cover), unregistered sample packets, and unregistered packets containing printed matter of any kind.

The Statue of Lord Erskine.

The following letter appeared in the *Times* of the 19th inst.:—

Sir,—May I presume to supplement the plea of the present Lord Erskine in to-day's *Times* for the removal of the statue of his illustrious ancestor Lord Chancellor Erskine from the quietude of the library of Lincoln's Inn to the livelier regions of the Courts of Law? Erskine's career was essentially that of a man of action. He is chiefly remembered not as a great judicial personage, but for his stirring and eventful life in the Royal Navy, in the Army, at the Bar (where he has achieved immortal fame as an advocate), and in Parliament. It is in a busy scene of ever-varying life and activity such as the Courts of Law that the statue of a man who, on his elevation to the peerage, chose for his motto "Trial by Jury," ought to be. I cannot but think that if Erskine could speak he would echo the wishes of his descendant, and select as the most suitable site for his statue the sphere of active work at the Bar in which he himself delighted. A saying of his at a time when class distinctions created social barriers which it is now, in altered conditions, difficult to realize is still remembered—"No man in the court," he said, "need be ashamed to belong to such a profession as the Bar. For my part, of a noble family myself (a younger son of a tenth earl), I felt no degradation in practising at it. It has added not only to my wealth, but to my dignity."

Dublin, 15th May. J. G. SWIFT MACNEILL.

The Late Vice-Chancellor, Sir Dudley Stewart-Smith, K.C.

Sympathetic references were made at the sitting of the Chancery Court of the County Palatine of Lancaster, held at St. George's Hall, Liverpool, on Tuesday, 13th inst. The Deputy of the Chancellor, Mr. Roger B. Lawrence, K.C., said that he was sure that they had all heard with profound regret and sorrow the sad news of the death of the Vice-Chancellor, Sir Dudley Stewart-Smith. Sir Dudley had begun his official duties in that court in 1912, and speedily established a high reputation as an excellent judge and a worthy successor to the distinguished line of Vice-Chancellors who held office before him. The practitioners in that court, of whom in the early part of Sir Dudley's judicial career he, the deputy of the Chancellor, had the privilege to be one, soon recognized in Sir Dudley a judge who combined a wide and sound knowledge of law and grasp of legal principles with true common sense and insight into human character and affairs, without which mere legal erudition was of little avail. Among the many qualities which fitted Sir Dudley for his high office, his love of justice and fair play, and his patience and unfailing courtesy and kindness were perhaps the most conspicuous. The legal profession throughout the County Palatine would, he felt sure, with one accord mourn his death and long preserve his memory.

Mr. Whitty said the late Vice-Chancellor had always been a good friend to the members of the Bar individually, and was always ready to assist them. He was undoubtedly a most painstaking judge, who never spared himself in order to arrive at a conclusion which was in accordance with justice. The period of his Vice-Chancellorship had been overwhelmed by the war, in which he was himself subjected to the personal anxieties that so many had felt for sons and other relatives. That had a great deal to do with the rather premature break up in his health.

Companies.

The Government of Victoria Conversion and Cash Loans.

It will be seen from the announcement on another page that the London County Westminster and Parr's Bank Limited is authorized by the Government of Victoria to offer to the holders of £3,964,700 outstanding 4 per cent. Stock, due 1st October, 1919, conversion at par to the extent of £3,000,000 into Victorian Government 5½ per cent. Consolidated Inscribed Stock. The bank is further authorized to offer for subscription in cash Victorian Government 5½ per cent. Debentures, 1924-1934 (convertible into Inscribed Stock at any time up to the 15th October, 1919, without charge), to an amount sufficient to make up with the Stock converted the sum of £3,000,000, at £100 per cent., payable as follows:—£5 per cent. on application; £95 per cent. on 29th September, 1919.

Legal News.

Appointments.

The Chancellor of the Duchy of Lancaster has appointed Mr. ROGER BERNARD LAWRENCE, K.C., Registrar of the Liverpool District of the Lancashire Chancery Court, to the office of Vice-Chancellor of the County Palatine of Lancaster, vacant by the death of Sir Dudley Stewart-Smith, K.C.

Mr. ROBERT ERNEST MOORE has been appointed to be Judge of the County Courts on Circuit No. 2 (Durham, Sunderland, and West Hartlepool) in place of the late Judge Bonsey, who had resigned just before his death, which we announced last week.

Changes in Partnerships. Dissolutions.

DAVID MOSES PHILLIPS and GRIFFITH JONES LLOYD HUMPHREYS, solicitors (Humphreys, Phillips, & Co.), 38, Cranbourn-street, W.C., and 20, Devonshire-chambers, 146, Bishopsgate, London. April 30. The said Griffith Jones Lloyd Humphreys will continue to practise at 38, Cranbourn-street, W.C., and David Moses Phillips will continue to practise at 20, Devonshire-chambers, 146, Bishopsgate, E.C.

EDWARD FRANCIS HENLEY and JAMES LESLIE SWEET, solicitors (Iliffe, Henley, & Sweet), 2, Bedford-row, in the county of Middlesex. May 8. [*Gazette*, May 20.

General.

Manchester University on Wednesday decided to confer the honorary degree of Doctor of Laws on Mr. H. C. Hoover, the American Food Administrator, General Smuts, and M. Venizelos.

His Honour William Denman Benson, Judge of the Sheffield County Court, of 10, William-street, Lowndes-square, W., son of the late General Henry R. Benson, C.B., of Fairy Hill, left estate of gross value £23,046.

Mr. W. Killick, chief of the Income Tax Office in Woolwich Arsenal, says the *Times*, giving evidence at Woolwich Police-court on Monday

against a number of Arsenal workers who had failed to pay their income tax, mentioned that the amounts in many cases were considered irrecoverable. Mr. Hay Halkett (the magistrate): But other people are not allowed to evade income tax. I do not see why these persons should not be forced to pay. I do not know whether politics is behind it, but it certainly seems to me that they ought to have been made to pay when they were earning the money. Mr. Killick: There was a scheme for deduction of income tax from their earnings, but very few were willing to come under that scheme. Mr. Hay Halkett: It should have been made compulsory. If the number of people in this place alone from whom the money cannot be recovered were generally known there would be great public indignation. Almost every day we have about seventy-five of these cases in this court. It is scandalous at such a time as this, when the country is in a grave financial position.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Sargant.
Monday May 26	Mr. Jolly	Mr. Farmer	Mr. Leach	Mr. Church
Tuesday 27	Synge	Jolly	Church	Farmer
Wednesday .. 28	Bloxam	Synge	Farmer	Jolly
Thursday 29	Borrer	Bloxam	Jolly	Synge
Friday 30	Goldschmidt	Borrer	Synge	Bloxam
Saturday 31	Leach	Goldschmidt	Bloxam	Borrer

Date.	Mr. Justice Astbury.	Mr. Justice Younger.	Mr. Justice Peterson.	Mr. Justice P. O. Lawrence.
Monday May 26	Mr. Goldschmidt	Mr. Borrer	Mr. Bloxam	Mr. Synge
Tuesday 27	Leach	Goldschmidt	Borrer	Bloxam
Wednesday .. 28	Church	Leach	Goldschmidt	Borrer
Thursday 29	Farmer	Church	Leach	Goldschmidt
Friday 30	Jolly	Farmer	Church	Leach
Saturday 31	Synge	Jolly	Farmer	Church

The Summer Assizes.

Days and places appointed for holding the Summer Assizes, 1919:—

NORTHERN CIRCUIT.

Mr. Justice Salter.
Mr. Justice Greer.

Wednesday, June 18, at Appleby.
Saturday, June 21, at Carlisle.
Wednesday, June 25, at Lancaster.
Monday, June 30, at Liverpool.
Monday, July 14, at Manchester.

WESTERN CIRCUIT.

Mr. Justice Lush.
Mr. Justice Sankey.

Monday, May 19, at Salisbury.
Thursday, May 22, at Dorchester.
Wednesday, May 28, at Wells.
Wednesday, June 4, at Bodmin.
Tuesday, June 10, at Exeter.
Monday, June 16, at Winchester.
Wednesday, June 25, at Bristol.

SOUTH-EASTERN CIRCUIT.

Mr. Justice Darling.
Mr. Justice Horridge.

Saturday, May 17, at Huntingdon.
Tuesday, May 20, at Cambridge.
Friday, May 23, at Bury St. Edmunds.
Wednesday, May 28, at Norwich.
Monday, June 2, at Chelmsford.
Saturday, June 14, at Hertford.
Monday, June 23, at Maidstone.
Tuesday, July 1, at Guildford.
Tuesday, July 8, at Lewes.

OXFORD CIRCUIT.

Mr. Justice Bray.
Mr. Justice Sankey.

Monday, May 26, at Reading.
Saturday, May 31, at Oxford.
Wednesday, June 4, at Worcester.
Tuesday, June 10, at Gloucester.
Monday, June 16, at Monmouth.
Monday, June 23, at Hereford.
Friday, June 27, at Shrewsbury.
Wednesday, July 2, at Stafford.

MIDLAND CIRCUIT.

Mr. Justice Shearman.
Mr. Justice Sankey.

Saturday, May 31, at Aylesbury.
Wednesday, June 4, at Bedford.
Saturday, June 7, at Northampton.
Thursday, June 12, at Leicester.
Tuesday, June 17, at Oakham.
Wednesday, June 18, at Lincoln.
Wednesday, June 25, at Nottingham.
Saturday, June 28, at Derby.
Saturday, July 5, at Warwick.
Thursday, July 10, at Birmingham.

NORTH AND SOUTH WALES AND CHESTER CIRCUIT.

Mr. Justice A. T. Lawrence.
Mr. Justice Avory.

Wednesday, May 21, at Haverfordwest.
Friday, May 23, at Lampeter.
Saturday, May 24, at Newtown.
Wednesday, May 28, at Dolgelly.
Monday, May 26, at Carmarthen.
Friday, May 30, at Carnarvon.
Saturday, May 31, at Brecon.
Tuesday, June 3, at Presteign.
Thursday, June 5, at Beaumaris.
Saturday, June 7, at Ruthin.
Thursday, June 12, at Mold.
Saturday, July 5, at Chester.
Saturday, July 12, at Swansea.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, May 16.

BASSET MINES, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 7, to send in their names and addresses, and particulars of their debts or claims, to Richard Stendle and Henry Harvey Pezzack, Public-bldgs., Penzance, liquidators.

CARLTON PRESS, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 10, to send in their names and addresses, with particulars of their debts or claims, to Walter James Cecil Hayward, 2, King-st., Nottingham, liquidator.

COTTON INDUSTRY MOTOR TRANSPORT CO., LTD.—Creditors are required, on or before June 28, to send their names and addresses, and the particulars of their debts or claims, to John Worsley, 69, Spring-gdns., Manchester, or to G. W. Bolton, 77, Chorlton-rd., Manchester, liquidators.

ILDERTON STEAMSHIP CO., LTD.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to William James Foster, 82, Fenchurch-st., liquidator.

RANSOME MOTOR CO., LTD.—Creditors are required, on or before June 19, to send in their names and addresses, with particulars of their debts or claims, to Leonard Benbow, 24, Sheep-st., Northampton, liquidator.

SHERRATT & REAM, LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before May 31, to send in their names and addresses, and particulars of their debts or claims, to W. R. Charnley, 39, Cross-st., Manchester, liquidator.

STATHE STEAMSHIP CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before May 31, to send in their names and addresses, and particulars of their debts or claims, to Luis Perez Moliner or Simon Eric Pittard, Crichton-bldgs., Mount Stuart-sq., Cardiff, liquidators.

VALLEY MILLS CO., LTD.—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Ernest Henry Corns, Gilroyd-terr., Morley, liquidator.

WEST LANCASHIRE PLATE GLASS INSURANCE CO., LTD.—Creditors are required, on or before June 26, to send their names and addresses, and the particulars of their debts or claims, to Joshua Unsworth, 23, King-st., Wigan, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, May 20.

COUNTY GENTLEMAN PUBLISHING CO., LTD.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Alfred Hyma Moon, Old Serjeants' Inn, 5, Chancery-lane, liquidator.

SAMUEL DOWSING & SONS, LTD.—Creditors are required, on or before July 1, to send their names and addresses, and the particulars of their debts or claims, to Herbert William Alliott, 20, Copthall-av., liquidator.

GROCOCK'S WAGON CO., LTD.—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Philip Anthony Gamble, 14, Lord-st., Gainsborough liquidator.

MEXBOROUGH WAGON CO., LTD.—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Philip Anthony Gamble, 14, Lord-st., Gainsborough, liquidator.
REID STEAMSHIP CO., LTD. (IN VOLUNTARY LIQUIDATION.)—Creditors are required, on or before June 14, to send in their names and addresses, and particulars of their debts or claims, to Luis Percy Mollner or Simon Eric Pittard, Crichton-bldgs., Mount Stuart-sq., Cardiff, liquidators.
SOUTH RUSSIAN TOBACCO CO., LTD.—Creditors are required, on or before June 11 to send in their names and addresses, and full particulars of their debts or claims, to Christopher Ogle, Austin Friars House, liquidator.
TRAMWAYS AND GENERAL WORKS CO., LTD.—Creditors are required, on or before June 21, to send their names and addresses, and the particulars of their debts or claims, to Ernest Charles Price, 57, Moorgate-st., liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, May 9.

Rheidol Mining Co., Ltd.
British Corrugations, Ltd.
Douglas Ice Co., Ltd.
Textile Securities, Ltd.
Westinghouse Electric Co., Ltd.
Butcher & Casson, Ltd.
Passey & Hall, Ltd.
Cramp's Patent Reversible Turbine, Ltd.
Automobile Insurance Co., Ltd.
Allen Bros. & Co., Ltd.
Holderness Steam Trawling Co., Ltd.
Cotton Industry Motor Transport Co., Ltd.
Aero Engine Reconstruction Co., Ltd.
Anglo-Baltic Shipping Co., Ltd.
John Birch & Co., Ltd.

London Gazette.—TUESDAY, May 13.

Winton (Bournemouth) Electric Palace, Ltd.
Oliver, Morris & Ball, Ltd.
J. R. M. Stanfield, Ltd.
Birkenhead Paper Stock.
William Asquith, Ltd.
A. Matthews & Co., Ltd.
Meopham Estates, Ltd.
Sherratt & Ream, Ltd.
Saver Clutch Co., Ltd.
Port Wrickle Hotel Syndicate, Ltd.
Stockton Roller Skating Rink Co., Ltd.
Thomas Turner & Sons (Leeds), Ltd.

London Gazette.—FRIDAY, May 16.

Elect Mill, Ltd.
Millwall Engineers' Supplies, Ltd.
Stathe Steamship Co., Ltd.
Brook & Vincent, Ltd.
W. Tremewan, Ltd.
Manerson Barsmith & Co., Ltd.
Garden City Press, Ltd.
West Lancashire Plate Glass Insurance Co., Ltd.

London Gazette.—TUESDAY, May 20.

Morpeth Club Co., Ltd.
E. Butterworth & Sons, Ltd.
C. Erhardt & Co., Ltd.
Reid Steamship Co., Ltd.
Mount Stuart Hotel and Property Co., Ltd.
Century Press, Ltd.
Robert Smith's Pedigree Stock Farms, Ltd.
Groocock's Wagon Co., Ltd.
Mexborough Wagon Co., Ltd.
Gell Telegraphic Appliances Syndicate, Ltd.
Wrightson & Son, Ltd.

Winding-up of Enemy Businesses.

London Gazette.—TUESDAY, May 13.

JOSEPH URBAN.—Creditors are required, on or before May 30, to send by prepaid post to John Davis Turner, 152, York-rd., Westminster Bridge-rd., controller, their names and addresses, with full particulars of their debts or claims.

HOTEL AND RESTAURANT EMPLOYEES (UNION GANYMEDE) FRIENDLY SOCIETY.—Creditors are required, on or before June 16, to send by prepaid post to G. M. Robinson, 3, Raymond-bldgs., Gray's Inn, controller, their names and addresses and full particulars of their debts or claims.

London Gazette.—TUESDAY, May 20.

RICHARD GRAH.—Creditors are required, on or before May 24, to send by prepaid post full particulars of their debts or claims to A. Duncan Barber, Sheffield Telegraph-bldgs., High-st., Sheffield, controller.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 16.

BOARDMAN, ANNIE, 371, High-rd., Ilford. June 6. Bohli v. Boardman, Sargant, J. Arthur James Franks, Newark-on-Trent.
HOWARD, SARAH, 4, Avenue-rd., Camberwell. July 2. Booth and Others v. Fellows, Peterson, J. Ranger, Burton & Frost, 17, Fenchurch-st.
JACOBS, MARK SAMUEL, Alwyne, Rayleigh, Essex, Solicitor's Clerk. June 26. Kirkes-Myers v. Jacobs, Astbury and Lawrence, JJ. Hugh Marley, Broad-st. House.

London Gazette.—TUESDAY, May 20.

CRAKE, ANNIE DOROTHY, New Malden, Surrey. June 27. Montague v. Brandwood, Peterson J. John Carnegie, 20, Bucklersbury.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 13.

BAILEY, CHARLES FREDERICK, Lynton, Devon, J.P., D.L. June 30. Wilde, Moore, Wigston & Sapte, 21, College-hill.
BAINES, MELINDA JANE, Ribchester Bridge, near Preston. June 14. Thos. Smeddles, Blackburn.
BELLHOUSE, EMMA, Altrincham. June 19. Cobbett, Wheeler & Cobbett, Manchester.
BERTLIN, ELLEN ANNETTE ELIZA, Duffield, Derby. June 20. Robins, Hay, Waters & Hay, 9, Lincoln's Inn-fields.
BINNS, HERBERT WALTER, Castleford, Physician. June 10. Thomas Wilson, Castleford.
BIRDSEYE, JANE, High-st., Clapham. May 31. Chas. T. Wilkinson, 7, Cullum-st.
BIRTWISTLE, NANCY, Bury, Lancs. June 20. Freelk. Howarth, Son & Maitland, Bury.
BLELLOCK, JAMES, Phistow, Essex, Marine Engineer. June 10. Hulbert, Crowe & Hulbert, 4, Broad Street-bldgs.
CLARE, Lady CLARA THEODORA, Tarleton, near Preston. June 7. Snow, Fox & Higginson, 7, Great St. Thomas Apostle.
COOPER, ANN, Kingsley, Staffs. May 21. Thos. B. Fitch, Nuneaton.
COTTER, FRANCES, Colchester. June 24. Elwes & Turner, Colchester.
CROWSON, JOHN JAMES, Vauxhall Bridge-rd., Licensed Victualler. June 9. Baxter & Co., 12, Victoria-st., Westminster.
DAGNALL, ALFRED, Audenshaw, Lancs., Launderer. June 16. Matthew Hall & Thomson, Manchester.
DRIVER, HENRY FREDERICK, Plumstead. June 24. Hughes-Narborough & Thomas, Woolwich.
FLOCKTON, FRANCES JANE, and FRANCES JANE ROE, Colwyn Bay, Denbigh. June 27 Hall & Co., Manchester.
GORRINGE, WILFRED STUART, Seaford, Sussex, Architect. July 10. Geo. Brown, Son & Vardy, 56, Finsbury-pavement.
GRATTON, HERBERT STERLAND, Chesterfield. June 30. Shipton, Hallewell & Co., Chesterfield.
GRATTON, RICHARD THOMAS, Chesterfield, Solicitor. June 30. Shipton, Hallewell & Co., Chesterfield.
GRIME, ALICE, St. Annes-on-the-Sea, Lancs. June 24. Lawson, Coppock & Hart, Manchester.
HALLIDAY, FREDERICK WILLIAM, Wortley, Leeds, Surgeon. June 22. Lupton & Fawcett, Leeds.
HARGREAVES, SARAH, Rock Ferry, Chester. June 11. Collins, Robinson & Co., Liverpool.
HEALD, THOMAS MARKWELL, Northwich, Licensed Victualler. June 13. Hatt-Cook & Chambers, Northwich.
JENNINGS, GEORGE HENRY, Broadstairs. June 17. Walter Hills & Shea, Margate.
KENDAL, ERNEST, Bramhall, Chester. June 7. Hall, Hawkins, Pimblott, Brydon & Chapman, Manchester.
LENDON, WILLIAM ELLIS, Bideford. May 27. Hole, Seldon & Ward, Bideford.
MALCOLM, GEORGINA, Wrilbenhall, near Bewdley. June 21. Marcey, Hemingway & Sons, Bewdley.
MANN, CHARLES, Felsall, Stafford, Rate Collector. June 18. John N. & E. A. Cotterell, Walsall.
MANN, SARAH ANN, Felsall, Staffs. June 18. John N. & E. A. Cotterell, Walsall.
MARTIN, JOHN DAVID, Brighton. June 14. Lawrence Jones & Co., 4, St. Mary-axe.
MITTRA, LALIT MOHAN, Calcutta. July 1. Sanderson, Adkin, Lee & Eddis, 46, Queen Victoria-st.
MORGAN, ELLEN, Liverpool. July 31. Matthew Jones & Lamb, Liverpool.
MORRIS, MARY BLOMFIELD, Bexley Heath, Kent. June 24. Thos. G. Baynes, Bexley Heath.
MORTIER, ABRAHAM, Black Notley, Essex. July 1. Cunnington, Son & Orfeur, Braintree.
PARKES, JANE, Colchester. June 24. Elwes & Turner, Colchester.
PIMBLOTT, WILLIAM, Northwich. June 6. Hatt-Cook & Chambers, Northwich.
RIDEHALGH, ROBERT ARTHUR, Torquay. June 13. Clifford, Turner & Hopton, 80, Finsbury-pavement.
ROBERTS, HANNAH EMMELINE, Ealing. June 13. Kays & Jones, 37, Norfolk-st.
ROBINSON, HARRIETTE ROSAMOND, Bournemouth. June 9. Iliffe, Henley & Sweet, 2 Bedford-row.
RYDER, JANE ANN, Drighlington, Yorks. June 10. E. O. Wooler, Burrows & Burton, Leeds.
SLOAN, MARY RUSSELL, Sharples, Bolton. June 8. Brooks, Marshall & Moon, Manchester.
SNIDERS, ESTHER JANE, Platt's-lane, Hampstead. June 24. Bartlett & Gluckstein, 199, Piccadilly.
SNIDERS, JOSEPH, Shore-rd., Hackney. June 24. Bartlett & Gluckstein, 199, Piccadilly.
SNOWDON, HARRIET BEECHER STOWE, Cramlington, Northumberland. May 30 Brumell & Sample, Morpeth.
SPARLING, ELLEN HARRIET, Colchester. June 24. Elwes & Turner, Colchester.
SPINK, JOHN, Bradford, Wine Merchant. June 12. H. M. Dawson, Bradford.
TAGGETT, ELLEN, Howley-pl., Warwick-av., Paddington. June 30. Sam Cook, 197 Edgware-rd.
TAYLOR, KATE OXLEY, Hove, Sussex. June 7. Layton & Webber, 21, St. Helen's-pl.
TYE, ERNEST, Brockley, Merchant. July 10. Percy Maylam, Canterbury.
WAUGH, AARON, Ilkley, Yorks, Builder. June 15. Lupton & Fawcett, Leeds.
WETHERILL, HARRY, Castleford, Shoemaker. June 10. Thomas Wilson, Castleford.
WILLIAMS, HERBERT, Wallasey, Chester. June 12. Whitley & Co., Liverpool.
WILSON, JOHN NEWBOLD, Penguin, Tasmania, Commonwealth of Australia. June 7. Maddison, Stirling & Humm, 13, Old Jewry-chmbrs.
WILSON, JOHN ROBERT, Manchester. June 16. Lambert & Smith, Manchester.

London Gazette.—FRIDAY, May 16.

BOURN, JAMES, Storrington, Sussex, Farmer. June 10. Haslewood, Hare & Co 139, Temple-chmbrs., Temple-av.
BRADFORD, WILLIAM, Regent-st., Architect. June 30. Moon, Gilks & Moon, 24, Bloomsbury-sq.
BRISTOW, KATE, Grays, Essex. June 10. Trevor C. Newman, 22, Southampton-st., Bloomsbury-sq.
BUTLER, EDWIN, Bournemouth. June 21. Trevanion, Curtis & Ridley, Bournemouth.
CARTER, ELLEN JANE, Ryde, Isle of Wight. June 12. Chas. G. Vincent, Ryde.
CAVIGAN, SAMUEL, Burton-on-Trent, Innkeeper. June 14. Ormsby Taylor, Burton-on-Trent.
CHADWICK, ROBERT, Burton-on-Trent, Wheelwright. June 13. Ormsby Taylor, Burton-on-Trent.
CHAPLIN, WILLIAM, Cardiff, Contractor. June 19. Thos. Evan Jones, Cardiff.
COTTAM, THOMAS, Whalley Range, Florist. June 20. Grundy, Kershaw, Samson & Co., Manchester.
CROSSFIELD, EMMA, Ulverston, Lancs. May 27. W. C. Kendall, Ulverston.
CASS, WILLIAM CUNNINGHAM, West Cromwell-rd., Earl's Court. June 24. Tackley & Fall, 10a, Orchard-st., Portman-sq.
DOWNES, FLORENCE, Wymering-mnans. June 14. E. I. Biddell, Baughurst, near Basingstoke.
DYSON, MARY ELLEN, Bradford. June 13. W. I. Crabtree, Bradford.
EELES, MARTHA Witney, Oxfordshire. June 18. Verrall & Sons, Worthing, Sussex.
EYNAUD, PERCEVAL ALFRED MICALLEF, Malta. June 16. S. W. Johnson & Son, 5 Gray's Inn-sq.
FAIRCLOUGH, JOHN, Barnacre-with-Bonds, Lancs. June 13. Forshaw, Parker & Co., Preston.
FOSTER, GEORGE CAREY, Rickmansworth, F.R.S. June 30. Janson, Cobb, Pearson & Co., College-hill.
GRESHAM, HELLEN AMELIA (MILLICENT), Richmond. June 20. Crofton, Craven & Co., Manchester.
HADWIN, THOMAS, Kendal, Westmorland, Farmer. June 21. George Gatey & Son, Ambleside.
HARDY, MARY REBECCA, Oxford. June 30. Leslie & Hardy, 17, Bedford-row.
HAY, ROBERT, Northfleet. July 1. Ramsden-Tagore & Co., 85, Gracechurch-st.
HENDERSON, ANGUS ERIC, Aldrington-rd., Streatham, Paper Contractor. June 30. Cohen & Cohen, 2, Finsbury-circus.
HILDITCH, MARY JANE, Northwich, Cheshire. June 21. Hatt-Cook & Chambers, Northwich.
HORNE, FRANK, Bobbington, Staffs, Farmer. June 24. Harward & Evers, Stourbridge.
HOWARD, JOHN, Warrington, Lancs, Metal Merchant. June 30. Arthur Browne & Co., Warrington.
HUDSON, WILLIAM, Morecambe. June 16. Gaunt, Foster & Co., Bradford.
LITTLER, JOHN, St. Helens, Lancs, Farmer. June 30. R. W. H. Thomas, St. Helens.
MACGILLIVRAY, DONALD PATERSON, St. James'-st. June 12. Holmes, Son & Fott, Capel House, New Broad-st.

MACINNES, MALCOLM, Heaton Chapel, Lancs, Draper. June 17. C. H. Simpson & Simpson, Manchester.
MICHELHAM, Right Hon. HERBERT, Baron, Hellingly, K.C.V.O. June 20 Morris, Veasey & Co., 40, King-st., Cheapside.
MILES, MAURICE WILLIAM HOLT, M.B., M.R.C.S., L.R.C.P., Pinfold-rd., Streatham. June 17. Russell & Arnhols, 3 and 4, Great Winchester-st.
MILEY, JAMES ALOYSIUS, Sloane-st., Chelsea. June 16. Charles Russell & Co., 37, Norfolk-st., Strand.
MILLER, ELIZABETH JANE, Bedlington. June 21. Thomas Dodds, Newcastle-upon-Tyne.
MILTON, GEORGE EDWARD, Chantilly, France. June 16. Denton, Hall & Burgin, 3, Gray's Inn-pl.
NURNBERG, HARRIETT FANNY DECK, Bath. June 27. Collins & Simmons, Bath.
OVEREND, JOHN RICHARD, Oaken, near Wolverhampton, Iron Master. June 30. Rowland, Tildesley & Harris, Willenhall.
PALMER-LOVELL, CLARISSA GEORGINA, Grosvenor-st. June 27. Palmer, Bull & Bartlett, 24, Bedford-row.
PATER, JOSEPH BREWSTER, Sheffield, Pharmacist. July 14. Charles Padley, Sheffield.
PATERSON, JOHN, Montpelier-rd., Blackheath. June 24. Ford, Lloyd, Bartlett & Michelmore, 38, Bloomsbury-sq.
PEGLER, FRANCIS, Maugersbury, Glos, Farmer. June 18. Francis & Son, Stow-on-the-Wold.
PRANGLEY, LOIS, Hastings. July 12. Langham, Son & Douglas, Hastings.
POOLE, ALEXANDER, Sudbury, Suffolk. June 27. Lindsay, Greenfield & Masons, 11, Ironmonger-lane.
ROGERS, JANE, Cardiff. June 14. Macintosh, Thomas & Co., Cardiff.
ROGERS, PRICE, Wrexham, Denbigh, Butcher. June 17. J. Hopley Pierce & Bird, Wrexham.
ROSE, WALTER JAMES, Loughton, Essex, Bookseller. June 16. Hatchett Jones, Bisgood, Marshall & Thomas, 48, Mark-lane.
SCHLEICHER, MARY AGNES, Beauchamp-rd., Clapham Junction. June 30. Emmet & Co., 14, Bloomsbury-sq.
SHUTTLEWORTH, CAROLINE JEMIMA, Cottesmore-gdns., Kensington. June 20. Ravenscraft, Woodward & Co., 15, John-st., Bedford-row.
SPENCER, Rev. ROBERT FRANKLIN ASHLEY, Tylers Green, near High Wycombe. June 17. Reynolds & Son, High Wycombe.
TAYLOR, FLORENCE, West Didsbury, Manchester. June 30. Grundy, Kershaw, Samson & Co., Manchester.
TAYLOR, THOMAS, Huddersfield. June 17. Hodgson, Pickles & Hodgson, Dewsbury.
WEBB, EDWARD CECIL, South Croydon, Licensed Victualler. July 8. Frederick Gowen, Croydon.
WEBBER, CHARLES FREDERICK, R.N., Southsea, Portsmouth. June 24. Addison & Son, Portsmouth.
WHITTALL, SAMUEL, Norbreck, near Blackpool. June 17. J. Ogden, Hardicker & Hanson, Manchester.
WILLIAMS, ARTHUR BLOUNT CUTHBERT, Srinagar, India. June 15. Morgan, Price & Co., 33, Old Broad-st.
WILLIAMSON, OWEN ELDON, Calcutta. June 15. Morgan, Price & Co., 33, Old Broad-st.
WOODHEAD, WILLIAM HENRY, Rawdon, Joiner. June 17. Ison & Hollings, Leeds.
WOODS, FREDERICK VIVIAN, Craven Hill-gdns., Hyde Park. June 16. Elvy Robb & Welch, 19, Bedford-row.

Bankruptcy Notices.

London Gazette.—TUESDAY, May 6.

RECEIVING ORDERS.

BOLTON, ALBERT EDWARD, Birkenhead, Bookkeeper. Birkenhead. Pet. April 15. Ord. May 2.
BROOKS, PERCIVAL CHARLES, East Croydon. Croydon. Pet. Mar. 7. Ord. May 1.
CUTHBERT, JAMES, Worthing, Seed and Bulb Merchant. Brighton. Pet. April 17. Ord. May 1.
HOWARD, JAMES, Sheerness-on-Sea, Grocer. Rochester. Pet. May 2. Ord. May 2.
MARSHALL, WILLIAM, Northowram, Halifax, Carrier. Halifax. Pet. May 1. Ord. May 1.
PRATT, CLAUDE BENJAMIN, Cricklewood-la. High Court. Pet. April 2. Ord. May 1.
SCOTT, AMOS, Eccles, Aylesford, Kent, Baker. Maidstone. Pet. May 1. Ord. May 1.
SWABY, WILLIAM, Victoria Park-rd., South Hackney, Leather Goods Manufacturer. High Court. Pet. April 8. Ord. April 30.
TURNER, WILLIAM DERRINGTON, Green-st., Leicester-sq. High Court. Pet. Dec. 11. Ord. May 1.

FIRST MEETINGS.

BROOKS, PERCIVAL CHARLES, East Croydon. May 14 at 11. 132, York-rd., Westminster Bridge-rd.
CLEWES, CATHERINE ESTHER, Loughborough. May 13 at at 3. Off. Rec. 1, Berridge-st., Leicester.
LIGHTFOOT, GEORGE, Pinner. May 14 at 11. 14, Bedford-row.
MARSHALL, WILLIAM, Northowram, Halifax, Carrier. May 15 at 2.30. County Court House, Prescott-st., Halifax.
PRATT, CLAUDE BENJAMIN, Cricklewood-la. May 16 at 12. Bankruptcy-bldgs., Carey-st.
RICKARD, REGINALD AUGUSTUS, Taunton. May 14 at 3.15. 3, Hammet-st., Taunton.
SWABY, WILLIAM, Victoria Park-rd., South Hackney, Leather Goods Manufacturer. May 14 at 12. Bankruptcy-bldgs., Carey-st.
TURNER, WILLIAM DERRINGTON, Green-st., Leicester-sq. May 16 at 11. Bankruptcy-bldgs., Carey-st.

ADJUDICATIONS.

FITZGERALD, EDWARD, Hyde Park Hotel. High Court. Pet. July 4. Ord. May 2.
HOWARD, JAMES, Sheerness-on-Sea, Grocer. Rochester. Pet. May 2. Ord. May 2.
LIGHTFOOT, GEORGE, Pinner, Middx. Barnet. Pet. April 28. Ord. April 30.
MARSHALL, WILLIAM, Northowram, Halifax, Carrier. Halifax. Pet. May 1. Ord. May 1.
SCOTT, AMOS, Eccles, Aylesford, Kent, Baker. Maidstone. Pet. May 1. Ord. May 1.

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

BELL, ERIC JAMES, Bedford. High Court. Rec. Ord. Mar. 20, 1917. Adjud. May 14, 1917. Annul. and Resc. April 15, 1919.

London Gazette.—FRIDAY, May 9.

RECEIVING ORDERS.

CLELAND, ARTHUR C. S., Hawkhurst, Kent. Hastings. Pet. Mar. 8. Ord. May 5.
MCCOMBE, WILLIAM JAMES, Kingston-upon-Hull, Tramway Manager Kingston-upon-Hull. Pet. May 5. Ord. May 5.

FIRST MEETINGS.

HOWARD, JAMES, Sheerness-on-Sea, Grocer. May 19 at 12. 280A, High-st., Rochester.
MARTIN, THOMAS CYRIL HAGUE, Southwold, Suffolk, Shipbuilder. May 17 at 3. Off. Rec., 8, Upper King-st., Norwich.
SCOTT, AMOS, Eccles, Aylesford, Kent. May 16 at 12.15 280A, High-st., Rochester.
TWIST, ERNEST JAMES, Middlesbrough, Master Mariner. May 16 at 12. Off. Rec., Court-chmbrs., Albert-rd., Middlesbrough.

BROOKS, PERCIVAL CHARLES, East Croydon. Croydon. Pet. March 7. Ord. May 5.
BULKELEY, WARREN, St. James'-st. High Court. Pet. Nov. 5. Ord. May 5.
MCCOMBE, WILLIAM JAMES, Kingston-upon-Hull, Tramway Manager. Kingston-upon-Hull. Pet. May 5. Ord. May 5.
PRATT, CLAUDE BENJAMIN, Cricklewood-lane, Company Manager. High Court. Pet. April 2. Ord. May 6.
RICKARD, REGINALD AUGUSTUS, Taunton. Taunton. Pet. April 1. Ord. May 7.

London Gazette.—TUESDAY, May 13.

RECEIVING ORDERS.

BEATTY, ERNEST, Workington. Cockermouth. Pet. May 7. Ord. May 7.
CALLARD, ELIZA STRUTT, Strand. High Court. Pet. May 9. Ord. May 9.
CHARITY, GEORGE THOMAS, Stow, Lincoln, Newsagent. Horncastle. Pet. May 9. Ord. May 9.
SMITH, HARRY, Leeds, Tailors' Cutter. Leeds. Pet. May 8. Ord. May 8.

FIRST MEETINGS.

BOLTON, ALBERT EDWARD, Birkenhead, Bookkeeper. May 20 at 11.30. Off. Rec., Union Marine-bldgs., 11, Dale-st., Liverpool.
CALLARD, ELIZA STRUTT, Strand. May 22 at 12. Bankruptcy-bldgs., Carey-st.
COHEN, SAMUEL, Sunderland, General Dealer. May 21 at 3. Off. Rec., 3, Manor-pl., Sunderland.
CULLEN, W. H., Sunderland. May 21 at 2.30. Off. Rec., 3, Manor-pl., Sunderland.
CUTHBERT, JAMES, Worthing, Seed Merchant. May 21 at 2.30. Off. Rec., 12A, Marlborough-pl., Brighton.
MCCOMBE, WILLIAM JAMES, Kingston-upon-Hull, Tramway Manager. May 22 at 11.30. Off. Rec., York City Bank-chmbrs., Lowgate, Hull.
ROOT, JOHN, Herne Bay. May 21 at 11.30. Off. Rec., 68A, Castle-st., Canterbury.

ADJUDICATIONS.

BEATTY, ERNEST, Workington. Cockermouth. Pet. May 7. Ord. May 7.
CALLARD, ELIZA STRUTT, Strand. High Court. Pet. May 9. Ord. May 9.
CHARITY, GEORGE THOMAS, Stow, Lincoln, Newsagent. Horncastle. Pet. May 9. Ord. May 9.
CUTHBERT, JAMES, Worthing, Seed Merchant. Brighton. Pet. April 17. Ord. May 9.
RICHARDSON, ARTHUR, Woodford, Essex. High Court. Pet. Mar. 7. Ord. May 8.
SAMS, WALTER CHARLES, Tottenham, Corn Dealer. High Court. Pet. Mar. 19. Ord. May 7.
SMITH, HARRY, Leeds, Tailor's Cutter. Leeds. Pet. May 8. Ord. May 8.
SOKOLOFF, ALEXANDER, Carlton-hill, St. John's Wood. High Court. Pet. May 2, 1918. Ord. Mar. 24.

ADJUDICATIONS ANNULLED.

FINDING, SAMUEL, Kingston-upon-Hull, Provision Merchant. Kingston-upon-Hull. Adjud., Dec. 11, 1914. Annul., May 7, 1919.
PAKE, HENRY JOHN TYACK, Harrogate, Private Tutor. York. Adjud. Jan. 27, 1909. Annul., May 6, 1919.

London Gazette.—FRIDAY, May 16.

RECEIVING ORDERS.

BLAIR-FROST, PHILIP, Prenton, Chester. Birkenhead. Pet. April 1. Ord. May 14.
BLANS, EVA, Bath. High Court. Pet. April 4. Ord. May 13.
MOSES, IVOR HOPKIN, Bryncoch, near Neath, Farmer. Neath. Pet. May 14. Ord. May 14.
MOWAT, WILLIAM, Maidenhead, Timber Merchant. Windsor. Pet. April 26. Ord. May 14.
WRIGHTSON, THOMAS, Stokesley, Yorks, Builder. Stockton-on-Tees. Pet. May 13. Ord. May 13.